



**OFFICE OF THE PURCHASING AGENT
 COUNTY OF COOK**
 118 NORTH CLARK ST. ROOM 1018
 CHICAGO, ILLINOIS 60602-1375
 (312) 603-5370

THIS PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, SHIPPING PAPERS AND
 DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
 75520

Motorola Inc
 1301 E Algonquin Rd
 Schaumburg IL 60196

DATE
 6/4/2009
 F.O.B. POINT

PURCHASE ORDER NO.
 167580 - 000- OP
 REQUISITION NO.
 00083506 OC

COOK COUNTY FEIN: 36-6006541
 ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
 FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Sheriff Budget Department
 69 W Washington Rm 1410
 Chicago IL 60602

DELIVERY INSTRUCTIONS

ALEXIS HERRERA
 603-0044

312-

DEPT NO

2111096

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MAINTENANCE OF RADIOS AND RELATED EQUIPMENT . MAINTENANCE, RADIO SYSTEMS, RADIOS AND RELATED EQUIPMENT AS PER CONTRACT 09-41-42 AUTHORIZED BY COUNTY BOARD 12/05/2008 CONTRACT PERIOD 12/01/2008 THROUGH 11/30/2011 AMOUNT AUTHORIZED \$4,953,842.13 AMOUNT ENCLIMBERED THIS PO \$137,607.00 BALANCE TO FOLLOW ON SEPARATE PO REQ92110001	.00 JB	137,607.0000	137,607.00	2111096.540320
***** Total Order *****				137,607.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
 PURCHASING AGENT

Date: *6-8-09*

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

1-23-09
411

Purchase Order Number
167580

Requisition # **OC 83506** Contract # **OC-41-43** Open Date

Ship To: 8002100 Sheriff Budget Department 69 W Washington Rm 1410 Chicago IL 60602
Delivery Instructions: ALEXIS HERRERA 312-603-0044
Supplier: 75520 Motorola 1309 E Algonquin Rd Schaumburg IL 60196

Buyer Number 299999 TEAM LEAD MAILBOX
Bid/Sole Src Code SSV
Business Unit 2111096
Internal Req Number 92110001
Board App Date & Item BA 11/5/2008; ITEM #61
Requisition Date 1/22/2009
Date Needed 1/22/2009

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit	Business Object Account
1 000	962	MAINTENANCE OF RADIOS AND RELATED EQUIPMENT	<		JB	137,607.0000	137,607.00	2111096	540320
AMOUNT AUTHORIZED BY COUNTY BOARD \$4,953,842.13, AMOUNT TO ENCUMBER ON THIS PO-\$137,607.00. BALANCE TO FOLLOW ON SEPARATE PO.						Total of Items Ordered	137,607.00		

RECEIVED
COMPTROLLER
JUN 14 PM 12:44

SOLE SOURCE

DATE TO BUYER/SPEC ENG: 2-17-09
DATE RETURNED TO SUPERVISOR: 3-5-09
(SIB RETURNED FOR SIGN OFF BY THIS DATE)

ON BUDGET BOARD
LW
Removed per
6/4/09
B

CERTIFICATION
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER Alvina Herrera
BUREAU or DEPARTMENT HEAD

CCA APPROVED BUDGETARY ACCOUNT PURCHASING USE ONLY

ACCT # _____
DATE _____ BY _____

**COOK COUNTY SHERIFF'S POLICE DEPARTMENT
MEMORANDUM**

TO: Alexis Herrera – Sheriff's Finance

DATE: 5 September 2008

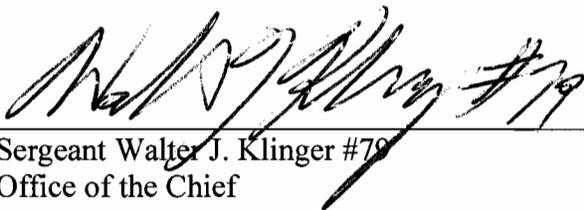
FROM: Sergeant Walter J. Klinger #79 – Office of the Chief
Supervisor in Charge, Radio Shop/Interoperability Unit

SUBJECT: Motorola Service Contract -- Status

I spoke with Joan McGowen last week and she directed me to deliver the following items to your attention:

1. An updated copy of the service contract. This was updated to reflect one service PO as opposed to eight different PO's.
2. A letter addressed to Ms. Carmen Triche-Colvin requesting sole source approval for the renewal of the contract. This letter is on letterhead and was signed by Chief McHenry.
3. A letter addressed to me from the Motorola Corporation justifying why Motorola should be considered as a sole source provider.

I request that the contract be placed on the county board agenda as soon as is possible. The current one will expire on 01 December 2008 and if it is not renewed, we risk the loss of radio system/subscriber unit service. See the attached memorandum that further explains the justification for this.



Sergeant Walter J. Klinger #79
Office of the Chief

OFFICE OF THE SHERIFF

CONTRACTS

ITEM #61

REFERRED TO THE COMMITTEE ON FINANCE #297158, AS AMENDED

Transmitting a Communication from

THOMAS J. DART, Sheriff of Cook County
by
ALEXIS A. HERRERA, Chief Financial Officer

requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc., Schaumburg, Illinois, for radio system maintenance for the Cook County Sheriff's Office, Cook County State's Attorney, Juvenile Probation and Court Services Department, Adult Probation Department, Department of Facilities Management, Juvenile Temporary Detention Center, Cermak Health Services of Cook County, and Cook County Forest Preserve District.

Reason: Motorola, Inc. is the only vendor capable of servicing all portable and mobile radios and ancillary equipment; including the dispatch consoles at the E911 Center in Des Plaines, mobile data terminals, fixed equipment, and the trunked radio system infrastructure which includes highly proprietary technology.

Estimated Fiscal Impact: \$4,953,842.13 (\$1,651,280.71 per year). Contract period: December 1, 2008 through November 30, 2011. (211-449 Account). Requisition No. 92110001.

Approval of this item would commit Fiscal Year 2009, 2010 and 2011 and future year funds.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Vendor has met the Minority and Women Business Enterprise Ordinance.

RESOLUTIONS

ITEM #62

APPROVED

Transmitting a Communication, dated September 22, 2008 from

THOMAS J. DART, Sheriff of Cook County
by
ZELDA MARTIN WHITTLER, Undersheriff

requesting approval of the following resolution to update the bank account authorized signatories for the Court Services Imprest Cash Fund, at Amalgamated Bank of Chicago.

Submitting a Proposed Resolution sponsored by

TODD H. STROGER, President, Cook County Board of Commissioners

PROPOSED RESOLUTION

WHEREAS, the Cook County Board of Commissioners has the legal authority to authorize its departments and offices to open and maintain checking and savings accounts at various banks; and

WHEREAS, it is now necessary to update those persons who are authorized to be signatories on these checking and savings accounts.

NOW, THEREFORE, BE IT RESOLVED, that the checking and/or savings accounts at Amalgamated Bank of Chicago for the following purposes, be updated for the Court Services Imprest Cash Fund; and

BE IT FURTHER RESOLVED, that the following are the names of those persons who are authorized to sign checks on these checking and/or savings accounts and that the signatures of at least two (2) of these shall be required on each check:

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD *6/6*

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING OF: 11/05/08

Using Agency: Sheriff's Budget Department Date: 9/22/08 Purchase Requisition No. 92110001

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

1. Describe item (name/quantity) or services requested: Requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc., Schaumburg, Illinois for Radio System Maintenance for the Cook County Sheriff's Office, Cook County State's Attorney, Juvenile Probation, Adult Probation, Cook County Facilities Management, Juvenile Detention Center, Cermak Health Services, and Cook County Forest Preserve District.

2. Type of transaction are you requesting:

- A. Advertise for bids (go directly to question 5)
- B. Enter into a contract
- C. Renewal of existing contract
You may check more than one of the following if applicable:
- D. Increase dollar amount of existing contract
- E. Extend time period on existing contract

3. If you check 2B through 2E, you must complete all of the following questions:

A. Vendor name and address:
Motorola, Inc.
1309 East Algonquin Road
Schaumburg, Illinois 60196

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding: Motorola, Inc. is the only vendor capable of servicing all portable and mobile radios and ancillary equipment, including the dispatch consoles at the E911 Center in Des Plaines, Mobile Data Terminals, fixed equipment, and the trunked radio system infrastructure which includes highly proprietary technology.

B. Reason:

4. If you checked 2C through 2E above, you must complete the following:

Contract No.: 06-41-300

Amount of original Board approved contract: \$4,767,630.03

Board approval date: 10/18/05

Amount of funds remaining in contract: \$ _____ (2E only)

Previous increase or extension: (2D and E only)

Dates: _____ Amount: \$ _____ Adjusted amount: \$ _____

5. Expiration date of current contract (if applicable): 11/30/08

Dates of proposed contract (if applicable): 12 / 01 / 08 from 11 / 30 / 11 to

6. Fiscal Impact: \$4,953,842.13 Department/Budget Account: 211-449 Account Description: Operation Repair and Maintenance of Institutional Equi

REFERRED TO THE COMMITTEE ON FINANCE AS AMENDED

Amount of new contract/contract increase: \$0.00 COMMUNICATION NO. 297158

Amount of above per fiscal year: \$1,651,280.71 NOVEMBER 5, 2008

Approval of this item will commit Fiscal Year(s) 2009 and future year funds:

____ Sufficient funds have been appropriated to cover this request. (Check this statement if funds are coming from a bond account.)

Name: Alexis Herrera

Phone Number: (312) 603-0044

Title: Chief Financial Officer

Signature: Alexis Herrera

(If there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board.)

The Chief Information Officer has received this item and concurs with this recommendation.



297158

BOARD OF COMMISSIONERS
of Cook County

Subject Matter

SHERIFF OF COOK COUNTY, Thomas J. Dart by Alexis A. Herrera, Chief Financial Officer, transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MOTOROLA, INC.**, Schaumburg, Illinois, for radio system maintenance for the Cook County Sheriff's Office, Cook County State's Attorney, Juvenile Probation and Court Services Department, Adult Probation Department, Department of Facilities Management, Juvenile Temporary Detention Center, Cermak Health Services of Cook County, and Cook County Forest Preserve District.

Reason: Motorola, Inc. is the only vendor capable of servicing all portable and mobile radios and ancillary equipment; including the dispatch consoles at the E911 Center in Des Plaines, mobile data terminals, fixed equipment, and the trunked radio system infrastructure which includes highly proprietary technology.

Estimated Fiscal Impact: \$4,953,842.13 (\$1,651,280.71 per year). Contract period: December 1, 2008 through November 30, 2011. (211-449 Account). Requisition No. 92110001.

Approval of this item would commit Fiscal Years 2009, and ~~future year~~ 2010 and 2011 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Referred to the Committee on
Finance as Amended

11/5/2008

Recommendation

12-3-08 Approved

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS*as amended*

DEC 03 2008

COM 297158



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

June 19, 2009 *cm*

Motorola, Inc.
1301 E. Algonquin Road
Schaumburg, IL 60196
Attn: Chris Chisnell

Ref: Contract No: 09-41-43

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Alexis Herrera

RECD. Mark J. Kelly
CCSPM



CONTRACT FOR SERVICE

DOCUMENT NO. 09-41-43



MAINTENANCE, RADIO SYSTEMS, RADIOS AND RELATED EQUIPMENT

FOR

THE COOK COUNTY SHERIFF

WITH: MOTOROLA, INC.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 02 2009

COM _____

**BOARD OF DIRECTORS COOK COUNTY HEALTH AND HOSPITALS SYSTEM
TODD H. STROGER, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

120308

REQ# 92110001

0113

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and MOTOROLA, hereinafter the "Contractor", pursuant to authorization by the Board of Directors of the Cook County Health and Hospitals System on the 3RD day of December, 2008, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY SHERIFF, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: MAINTENANCE, RADIO SYSTEMS, RADIOS AND RELATED EQUIPMENT;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for twelve (36) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$4,953,842.13 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

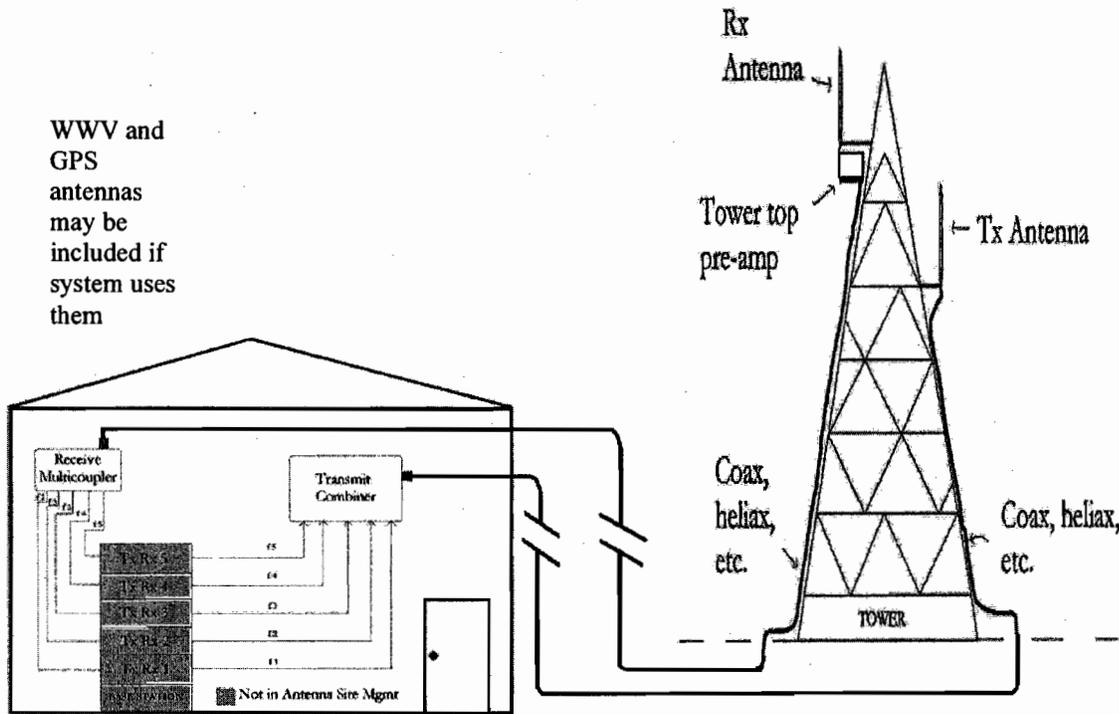
1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

Cook County Sheriff's Department Radio System Maintenance

Diagram A of Antenna Site Management Inclusions reference e)



WWV and GPS antennas may be included if system uses them

Shaded areas are not included in Antenna Site Management

12. Definitions

- 12.1. There may be additional terms defined in this list that do not apply to Cook County. Terms in this list that are not specifically used in the preceding document should be disregarded.
- 12.2. Definitions - Capitalized terms used in this Statement of Work and not otherwise defined within the Statement of Work, Communications System Agreement or other applicable Agreement have the following meanings:
 - 12.2.1. Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
 - 12.2.2. Case: Electronic tracking document for requests for service through the System Support Center.
 - 12.2.3. Components: Motorola new or refurbished parts of equal quality.
 - 12.2.4. Continuously: Seven (7) days per week, twenty four (24) hours a day, three hundred sixty five (365) days a year including holidays.

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- 12.2.5. Core Release: A new version of Software that adds Standard Features and major enhancements. These new versions are signified by changes to the first digit of the version identifier number (e.g. SmartZone 2.0.3 to SmartZone 3.0).
- 12.2.6. Customer: The end-user Customer as identified in the Communications System Agreement, Service Agreement or other applicable Agreement.
- 12.2.7. Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services promised under this Statement of Work.
- 12.2.8. Enhancement Release: A superseding issue of Software, which adds to, improves, or enhances the performance of Standard Features contained in the then currently shipping Software version. These releases are signified by changes to the second digit of the version identifier number (e.g. SmartZone 3.1 to SmartZone 3.2).
- 12.2.9. Equipment: The equipment specified in the Equipment List as set forth in the Communications System Agreement, Service Agreement or other applicable Agreement, including any additions to the Equipment List during the Warranty Period.
- 12.2.10. Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Communications System Agreement.
- 12.2.11. Event: An alarm or informational notification received by Motorola through the Network Management tools.
- 12.2.12. Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for Federal Customers.
- 12.2.13. Firmware: Software in object code form that is implanted or embedded in hardware.
- 12.2.14. Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
- 12.2.15. Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing parts or elements necessary in order to conform the Equipment with the manufacturer's specifications along with system specific specifications, delivering and reinstalling the parts, and placing the Equipment back into operation.
- 12.2.16. Motorola Software: Software whose copyright is owned by Motorola.
- 12.2.17. Radio Support Center: A Motorola facility located in Elgin, Illinois, the purpose of which is to serve as Motorola's centralized location for radio repair.
- 12.2.18. Response: Response times are defined as when a technician, a remote systems technologist or a remote network specialist is actively working the technical issue, remotely or on-site, as determined by Motorola.
- 12.2.19. Restore/Restoration: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
- 12.2.20. Service Repair Notes: Motorola documents outlining repair procedures to specific products.
- 12.2.21. Servicicer: a Motorola Authorized Service Station or Motorola Field Service personnel.
- 12.2.22. Software: Includes Motorola and any non-Motorola Software that may be furnished with the Communications System.
- 12.2.23. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.
- 12.2.24. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release.
- 12.2.25. Start Date: Effective start date as listed on the Service Agreement or other applicable Agreement.
- 12.2.26. System: System is the communications system as defined in the Communications System Agreement or other applicable Agreement.
- 12.2.27. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System tests as described in the acceptance test plan.
- 12.2.28. System Support Center: a Motorola facility located in Schaumburg, Illinois, the purpose of which is to serve as Motorola's centralized system support facility to compliment the field support resources. The System Support Center is hereinafter referred to as the "SSC."
- 12.2.29. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.

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- 12.2.30. Systemic: A software/hardware product defect related to or affecting the designed system operation.
- 12.2.31. Technical Support Operations: A centralized telephone support help desk that provides technical support for Motorola customers' who have purchased Commercial Government and Industrial Solutions Sector (CGISS) products or have a contract for technical support.

MBE/WBE Participation Documentation

Motorola's Commercial, Government and Industrial Solutions Sector, believes its strong commitment to identifying, developing and partnering with Minority and Women Owned Businesses to provide products and services, significantly contributes to our fundamental objective of Total Customer Satisfaction and our world class leadership role in the markets and communities we serve.

It is the policy of Motorola's Commercial, Government and Industrial Solutions Sector to purchase goods and services necessary for the effective operation of our Minority and Women Owned Businesses to the fullest extent possible consistent with the merits of the suppliers' offering. The Sector uses its best efforts to source and utilize qualified Minority and Women Owned Businesses for available subcontracting opportunities.

The Motorola proposal includes MBE/WBE documentation consistent with the County's established goals of 25% MBE and 10% WBE participation.

Immediately following are copies of our proposed MBE/WBE Utilization Plan for this project. Original Letters of Intent and Letters of Certification will be submitted at contract execution.

Cook County Sheriff's Department Radio System Maintenance

Pricing Summary

The following Radio System Maintenance Pricing Summary is for a three-year period beginning December 1, 2008 and ending November 30, 2011. Pricing is broken out by department at the request of the Sheriff's Department's Director of Electronic Communications. Five year pricing is also shown.

SHERIFF'S COMMUNICATION SMARTZONE SYSTEM

Sheriff's Department D211

ITEM NO.	UNIT OF MEASURE	QUANTITY	DESCRIPTION
1	MONTH	36	INSPECTION, PREVENTIVE MAINTENANCE AND REPAIR OF FIXED EQUIPMENT AND TRUNKED RADIO SYSTEM <div style="text-align: right;">\$98,768.79 MO/TOTAL (X) 36 MOS = \$3,555,676.40 TOTAL</div>
2	MONTH	36	INSPECTION, PREVENTIVE MAINTENANCE AND REPAIR ON (4534) SUBSCRIBER RADIOS <div style="text-align: right;">\$4.89 EA/MO (X) 4534 = \$22,171.26 MO/TOTAL (X) 36 MOS = \$798,165.36 TOTAL</div>
3	YEAR	3	PARTS, MICROPHONES, BATTERIES OR DAMAGE NOT COVERED BY THIS CONTRACT <div style="text-align: right;">\$200,000.00 YEAR/TOTAL (X) 3 YEARS = \$600,000.00 TOTAL</div>
			2009 SHERIFF'S DEPT \$1,651,280.60 TOTAL 2010 SHERIFF'S DEPT \$1,651,280.60 TOTAL 2011 SHERIFF'S DEPT \$1,651,280.60 TOTAL

SHERIFF'S DEPT.	\$4,953,841.80
	GRAND TOTAL

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Motorola Service Agreement Terms and Conditions

The following section includes our standard Motorola Service Agreement Terms and Conditions Document. Also included, as part of this proposal is a copy of Motorola's "Attachment One" response and the resulting Addendum from the existing Maintenance Contract Number 04-41-227 detailing the agreed upon modifications as negotiated by the Cook County States Attorney's Office and the Motorola Contracts Department. We trust these previously accepted terms and conditions would continue to be valid for the new contract.

Service Terms and Conditions

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("Motorola"), and the customer named in this Agreement ("Customer"), hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

"Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise. "Equipment" means the communication equipment that is specified in the attachments or is subsequently added to this Agreement. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed Statement of Work or other attachment. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be Serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

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4.6. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written

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plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the previous twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT TO THE FULL EXTENT SUCH DAMAGES MAY BE DISCLAIMED BY LAW, MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT.** Except for money due upon an open account, no action may be brought for a breach of this Agreement more than one (1) year after the accrual of such cause of action. This limitation of liability will survive the expiration or termination of this Agreement.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an inadvertent omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Cook County Sheriff's Department

Radio System Maintenance

Section 15 **COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 **MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 **GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.



March 11, 2009

Ms. Carmen Triche-Colvin
Cook County Purchasing Agent
118 North Clark Street
Room 1018
Chicago, IL 60602

RE: Cook County Contract # 09-41-43

Dear Ms. Triche-Colvin:

Motorola, Inc. is pleased to present Cook County with this contract for radio maintenance services. Motorola's technologies are supported by an unparalleled support network, enabling the County to maximize its investments.

Motorola's proposal is subject to Motorola's clarifications to the terms and conditions set forth in Cook County's Contract for Services; Maintenance, Radio Services, Radios and Related Equipment, Document No. 09-41-43; and the terms and conditions of the attached Motorola's Service Terms and Conditions or in the alternative, a negotiated version thereof, which may include any provisions which are required to be included by law or which may be mutually agreed upon by the parties.

If you have any questions or require additional information, please contact Chris Chisnell at (847) 489-9379.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelly Kirwan', with a long horizontal flourish extending to the right.

Kelly Kirwan
Vice President
Motorola, Inc.

Motorola's Response
To
The Contract for Service, Maintenance, Radio Systems for the Cook County Sheriff
Document No. 09-41-43
2008

Motorola's execution of the contract documents is subject to the following and Motorola's Service Agreement Terms and Conditions, or a negotiated version thereof:

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

CLARIFICATION: Motorola reserves the right to utilize subcontractors in performance of the contract, and Motorola's prices are predicated on the use of its choice of subcontractors without advance notice and approval of the County. Consent to Motorola may not be unreasonably withheld.

GC-03, INSURANCE

CLARIFICATION:

- Change to "Commercial General Liability Insurance".
- Change Commercial General Liability Insurance requirements from \$2,000,000 to \$5,000,000 for Each Occurrence and General Aggregate. Also, General Aggregate shall include Products/Completed Operations.
- Delete Products Completed Operations and Umbrella Liability Policy.
- Change to "Business Automobile Liability".
- Delete Bodily Injury and Property Damage Each Occurrence from Automobile Liability and add "Combined Single Limit" after "Each Occurrence".
- Motorola can agree to list Public Building Commission of Chicago as an additional insured with respect to General Liability.
- Change 60 to 30 days.
- Delete waiver of subrogation.

GC-05 INDEMNIFICATION

CLARIFICATION: Motorola is willing to indemnify the County against third party claims for the negligent acts and negligent omissions of Motorola, its subcontractors, and their employees and agents in performing their duties under the sales contract. Motorola can not be responsible for the acts and omissions (negligent or otherwise) of the County or other parties. Except for personal injury or death, Motorola will be responsible for direct and not "indirect" damages.

GC-06 PAYMENT

If Motorola is selected as the Vendor of this service project, Motorola agrees to negotiate mutually agreeable payment terms and schedule. Motorola's standard payment terms have been included in its proposal as Exhibit B to the proposed form of contract.

GC-07 PREPAID FEES

Motorola requests that the refund time be amended and reflect a thirty (30) day time period for the contractor to refund.

GC-09 PRICE REDUCTION

CLARIFICATION: Motorola cannot guarantee that the pricing offered on this proposal is no higher or lower than the prices offered to other customers.

GC-11 DISPUTES

CLARIFICATION: Motorola is agreeable to the procedure described; however, Motorola reserves the right to file any action prior to the issuance of the Purchasing Agent's decision if necessary to preserve its legal claim.

GC-12 DEFAULT

CLARIFICATION: Motorola requests that its cure period is mutual, i.e. Motorola and the County's cure period each be thirty (30) days.

GC-13 COUNTY'S REMEDIES

CLARIFICATION: Motorola requests that its cure period be thirty (30) days. Also, Motorola can not be required to perform any services or provide any equipment if the County is withholding payments.

GC-14 CONTRACTOR'S REMEDIES

CLARIFICATION: Motorola requests that the County's cure period be thirty (30) days. Motorola requests that any disputes that cannot be resolved between the parties be addressed as provided for in section **GC-33 GOVERNING LAW** below. Also, Motorola can not be required to perform any services or provide any equipment in the event of a substantial dispute or if the County is withholding payments.

GC-15 DELAYS

CLARIFICATION: Motorola requests that the following language be added to the end of the sentence “,unless such delay or hindrance is caused by the gross, wanton or intentional actions of the County.”

GC-17 PATENTS, COPYRIGHTS AND LICENSES

EXCEPTION: All software provided by Motorola will be subject to Motorola’s Software License Agreement, enclosed herewith. Motorola will defend at its expense any suit brought against the County to the extent that it is based on an Infringement Claim, and Motorola will indemnify the County for those costs and damages finally awarded against the County for an Infringement Claim. Motorola’s duties to defend and indemnify are conditioned upon: (i) the County promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) the County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for the County the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant the County a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola’s design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by the County to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

CG-18 COMPLIANCE WITH LAWS

CLARIFICATON: Motorola will comply with all laws, ordinance, regulations, and codes of the Federal, State, County and other local government agencies that are directly applicable to its performance under any contract that it may be awarded.

CG-23 USE OF COUNTY PREMISES & RESOURCES

CLARIFICATION: Motorola will comply with those rules and regulations of the County facilities to which Motorola has agreed in writing. To the extent, Motorola is impeded from performing any of its contractual obligations as a result of this Section CG-23, Motorola's performance obligation shall be deferred or excused accordingly.

GC-25 TERMINATION FOR CONVENIENCE

CLARIFICATION: The effective date of such termination shall be thirty (30) days after the date the notice of termination is mailed by the County. If the County exercises this right to terminate for convenience, it will be liable to pay Motorola for (a) the portion of the Contract Price attributable to the Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination and (b) cost and expenses that Motorola incurs as a result of the termination of the Contract, including, but not limited to costs and expenses associated with cancellation of subcontracts. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Contract are not readily ascertainable, Cook County will be liable to pay Motorola for the reasonable value of such Equipment, Software, services, costs and expenses. Notwithstanding the above, Cook County shall have no right to terminate this Contract for the purpose of procuring any of the same or substantially similar Equipment, Software or services from another vendor, or if Motorola has given Cook County a notice of default and such default has not been cured.

GC-26 GUARANTEES AND WARRANTIES

CLARIFICATION: Motorola does not provide most favored warranty guarantees, however, Motorola provides the following standard warranty for services:

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

GC-27 STANDARD OF DELIVERABLES

CLARIFICATION: Consistent with Motorola's commercial practices, some parts, modules, and components used in the manufacturing process may be used or contain used or reconditioned materials. Motorola warrants that any end products, and any parts, modules, and components contained in these products will perform as if new, and Motorola will replace any defective materials or parts, whether new or used, within the stated warranty period. No parts, modules, or components are of an age or condition as to impair their performance, usefulness, and safety.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

CLARIFICATION: Section 13 "Proprietary Information; Confidentiality; Intellectual Property Rights of the attached Motorola's Service Terms and Conditions and the related definitions shall be substituted for this Section.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

GC-32 AUDIT; EXAMINATION OF RECORDS

CLARIFICATION Motorola acknowledges that the County has the right to inspect certain Motorola books and record for the purpose of verifying performance in accordance with the terms of the contract. The County's inspection is limited to the verification of shipment to invoice quantities and shipment receipts. After the County provides thirty (30) days written notice, the County may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at the County's request Motorola will provide copies of the specific documents to the County's location for its review. Motorola books and records provided to the County pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

Medicaid and Medicare qualification clause is not applicable to this procurement.

GC-33 GOVERNING LAW

CLARIFICATION Motorola requests that the phrase "...subject to the County's sole and absolute election..." in the second sentence be stricken.

GC-36 FORECE MAJEURE

CLARIFICATION: Events of force majeure should not be limited to the events listed but include all events of force majeure since such events would be beyond the reasonable control of the County or Motorola.

**CONTRACTOR CERTIFICATION
(SECTION 4)**

CLARIFICATONS:

Subsections a, f, & j

To the best of its information and belief, Motorola and its subsidiaries are not currently the subject of a criminal indictment or of a criminal proceeding in any court.

Motorola is a Fortune 100 company with tens of billions of dollars in annual sales globally, employing thousands of workers worldwide and having more than one hundred thousand (100,000) shareholders. As is normal for such companies, Motorola and its subsidiaries have been a party to hundreds of civil lawsuits over the last ten (10) years. These suits have made many different legal and factual claims and have put forward many alleged legal theories seeking damages or other legal relief against Motorola. Motorola does not maintain a detailed history of such cases or their outcomes, nor does it maintain a listing of all allegations made therein, and therefore cannot provide the same. As a publicly traded company, however, Motorola files an annual report Form 10-K with the SEC and describes therein certain litigation that is material for disclosure under SEC rules. A copy of the cover page and of the relevant "Legal Proceedings" section of Motorola's most recently filed 10-K is attached. Since the 10-K contains only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which Motorola or its subsidiaries are presently involved.

Subsection d

From time to time, Motorola and its subsidiaries have been the subject of investigations by government entities in connection with their government contracting activities. These investigations have been both civil and criminal in nature. Within the last fifteen (15) years,

none of these matters has resulted in the filing of any criminal prosecution, or plea nor has any governmental entity suspended or debarred Motorola as a result of any such investigation.

Motorola is aware that the United States conducted a criminal investigation in connection with a contract for FMU-140 bomb fuses that was administered by the U. S. Army. However, this matter was settled in March, 2004.

Also, Symbol Technologies, Inc., a subsidiary of Motorola, entered into settlement agreements with the Department of Justice and the Securities and Exchange Commission. These settlement agreements were the result of accounting irregularities directed by former management of the Company over a several year period ending in 2002. As part of those agreements, Symbol made a payment of \$40 million to the United States Postal Inspection Service Consumer Fraud Fund and a restitution fund of purchasers of Symbol common stock. Symbol itself was not charged, prosecuted or indicted for any crimes. However, several members of Symbol's former management, none of whom has been employed at Symbol for at least twenty-four (24) months, were indicted for securities fraud and related offenses. As a result, Symbol has new Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, and it has strengthened its auditing and accounting functions since 2002, hiring replacement and additional staff in both areas.

Subsections g, i, and l

In March 1988, Motorola's former Government Electronics Group (GEG) located in Scottsdale, Arizona, entered guilty pleas to three (3) counts of making false statements to the U.S. Government. The pleas related to the mischarging of labor costs on three (3) Department of Defense contracts. Specific charges involved false statements by GEG in violation of 18 U.S.C. § 1001 and 1002 concerning the allocation of labor costs on two contracts and the pricing of the third contract. On March 24, 1988, Motorola and Defense Logistics Agency entered into an Administrative Settlement Agreement ("Agreement") dealing with GEG's internal controls and programs to assure its present responsibility. Motorola paid fines and additional amounts in the form of voluntary refunds and other payments, as full release and satisfaction of the government's claims against it. The Agreement specifically determined that neither suspension nor debarment was necessary to protect the Government's interests. The Agreement expired by its own terms in March, 1991. GEG and its successor organizations received and performed contracts with the Department

of Defense and its prime contractors during the time period March, 1988 to March, 1991, and continued to do so until Motorola sold the activity to General Dynamics in September, 2001.

In June, 2004, Symbol Technologies, Inc., a subsidiary of Motorola, entered into settlement agreements with the Department of Justice and the Securities and Exchange Commission. These settlement agreements were the result of accounting irregularities directed by former management of the Company over a several year period ending in 2002. As part of those agreements, Symbol made a payment of \$40 million to the United States Postal Inspection Service Consumer Fraud Fund and a restitution fund of purchasers of Symbol common stock. Symbol itself was not charged, prosecuted or indicted for any crimes. However, several members of Symbol's former management, none of whom has been employed at Symbol for at least twenty-four (24) months, were indicted for securities fraud and related offenses. As a result, Symbol has new Chief Executive Officer, Chief Financial Officer, and Chief Accounting Officer, and it has strengthened its auditing and accounting functions since 2002, hiring replacement and additional staff in both areas.

Subsection h

Motorola, Inc. asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government entity.

Subsection k

To the best of its information and belief, Motorola has not had one or more public transactions (federal, state or local) terminated for cause or default within a two-year period preceding the date of this EDS.

G. Cook County MacBride Ordinance

Motorola does not do business in Northern Ireland.

ACKNOWLEDGEMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE (SECTION 5)

Subsection B.

CLARIFICATION: Any resulting contract between the County and Motorola in connection with the services provided herein will be subject to these clarifications and exceptions and will contain the attached and incorporated Maintenance and Support Agreement, Software License Agreement, and any other provisions that the parties may agree to or are required by applicable law. Motorola will comply with all laws, ordinances, regulations, and codes of the Federal, State, County and other local government agencies that are directly applicable to its performance under any contract that it may be awarded.

Subsection E.

CLARIFICATION: Motorola's proposal contains confidential and proprietary information and it reserves any and all rights it may have to contest or prevent disclosure of its confidential and proprietary information in response to a Freedom of Information Act request.

SUPPLEMENTAL CONDITIONS

Notwithstanding any other provision to this Agreement, except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment or services with respect to which losses or damages are claimed. **IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for a breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of such cause of action except for money due upon an open account.

Motorola's proposal is subject to the terms and conditions of the attached and incorporated Maintenance and Support Agreement, Exhibit B, Software License Agreement and Service Terms and Conditions or, in the alternative, a negotiated version thereof.

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MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firms(s) and its in the Joint Ventures and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will work to utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III.)

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Chicago Communications, LLC (WBE)
Address: 200 Spangler Avenue, Elmhurst, IL 60126
Email: cglashagel@chicomm.com
Contact Person: Cynthia Glashagel, President Phone: (630) 832 - 3311
Dollar Amount of Participation: \$781,369.92
Percent Amount of Participation: 15.77%
* Letter of Intent attached? Yes No

2. Name of MBE/WBE: KLI, Incorporated (MBE)
Address: 304 Roma Jean Parkway, Streamwood, IL 60107
Email: lisa@kli-inc.com
Contact Person: Lisa Jurgens, President Phone: (630) 213 - 1282
Dollar Amount of Participation: \$102,960.00
Percent Amount of Participation: 2.08%
* Letter of Intent attached? Yes No

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include:

1. Name of MBE/WBE: B & B Maintenance (MBE)
Address: 537 Capital Drive, Lake Zurich, IL 60047
Email: silverioo@bandbmaint.com
Contact Person: Silverio Osorio, President Phone: (847) 550 - 6060
Dollar Amount of Participation: \$1,135,500.53
Percent Amount of Participation: 22.92%
* Letter of Intent attached? Yes No

2. Name of MBE/WBE: _____
Address: _____
Email: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation: _____
Percent Amount of Participation: _____
* Letter of Intent attached? Yes _____ No _____

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

Cook County Sheriff's Department

Radio System Maintenance

- 3.1.7. Provide a focal point for any systemic issue and manage the systemic issue to resolution.
- 3.1.8. Provide Cook County a work ticket upon completion of service call.
- 3.1.9. Close open cases ONLY upon approval from Cook County.

3.2. Cook County has the following responsibilities:

- 3.2.1. Contact the System Support Center in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief nature of problem.
- 3.2.2. During the delivery of the Technical Support service, Cook County will determine that a Motorola Servicer is needed on site.
- 3.2.3. Supply on-site presence when requested by System Support Center.
- 3.2.4. Upon arrival of Servicer at Cook County's site, brief Servicer on issue and actions taken.
- 3.2.5. Escort/assist the Servicer in the troubleshooting efforts.
- 3.2.6. Work with Motorola to attempt Restoration of System.
- 3.2.7. Allow Motorola remote access to the System.
- 3.2.8. Validate issue resolution prior to close of the Case.
- 3.2.9. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support services to Cook County.
- 3.2.10. Authorize closure of all Case's that have been resolved.

Table A – Remote Technical Support Response Times

Severity Level	Response Time
Severity 1	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours from time of dispatch.
Severity 2*	Within next Business Day from receipt of request for Technical Support*. On-site within 24 hours from time of dispatch*

*Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable continuously.

Table B – Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure Loss of Infrastructure Communication Dispatch Center Failure Site Environment Alarms (smoke, access, temp, AC Power) Intermittent problems System problems presently being monitored Significant System Impairment Response is 24-hours per day, 7-days per week, 365-days per year
Severity 2	Parts Questions Upgrades Normal Maintenance and Service Response during Standard Business Day.

Cook County Sheriff's Department

Radio System Maintenance

4. Customer Support Management

- 4.1. Customer Support Management provides coordination of support resources over the life cycle of Cook County's system to enhance the quality of service delivery and to ensure customer satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of a support agreement contract (maintenance or warranty) by serving in the role of customer advocate. The CSM serves as a defined point of contact for issue resolution and escalation, monitoring of Motorola's contractual performance, providing review and analysis of process metrics and fostering a partnership for continuous improvement with Cook County. As such, the CSM is tasked with representing Cook County's view in all situations and evaluating the level of service to ensure compliance of contractual terms and conditions so that Motorola meets its responsibilities. The concept is built upon a model of continuous improvement through the use of metric management and a close working relationship with the County representative(s). The CSM is responsible for development of a documented Customer Support Plan that defines commitments and manages expectations for both Cook County and Motorola.
- 4.2. Customer Support Management Services are scaled to meet the needs of our customers. Larger accounts with full Motorola maintenance coverage are supported by geographically based CSM's. The geographic CSM's provide a fuller range of services including periodic customer visits. In addition, Motorola can provide full or partial time services to customers as needed. This level of support is a sold service above normal contract rates. The Cook County contract includes an assigned CSM.
- 4.3. Motorola CSM responsibilities include the following:
 - 4.3.1. Ensure Cook County receives the level of support agreed upon in their support plan.
 - 4.3.2. Manage expectations brought about by Cook County or other Motorolan's.
 - 4.3.3. Make financially sound decisions while balancing the best interest of Cook County.
 - 4.3.4. Demonstrate excellence in customer communications during problem solving and system status discussions.
 - 4.3.5. Primary service interface to the customer. Facilitate both technical and administrative problem resolution between Motorola field teams, Central Service organizations, Product teams, Engineering teams, Product Services, Customer Response Center (CRC), etc. Frequently interface with customer's technical staff.
 - 4.3.6. Review service call activity to identify opportunities for process improvement. Assist with improvement initiative(s) to implement necessary changes.
 - 4.3.7. Coordinate activities to ensure a smooth transition from the sale of the contract to implementation of the Customer Support Plan.
 - 4.3.8. Coordinate completion of Customer Support Plan.
 - 4.3.9. Coordinate implementation of diagnostic tools in Cook County's system when applicable. Ensure a Standard Operating Procedure (SOP) is completed within the System Support Center.
 - 4.3.10. Ensure appropriate databases are loaded with needed information to provide superior level of support to the County.
 - 4.3.11. When possible, analyze metrics to identify, failure trends, systemic defects, chronic problems, and/or improvement possibilities. Work with appropriate groups such as engineering, service delivery, sales, customer, and product group to assist in initiating action plans designed to improve system performance.
 - 4.3.12. Investigate Failure Review Board (FRB) issues and search for possible impact they might have on Cook County. Take appropriate action to implement FRB recommendations when suitable.
 - 4.3.13. Review Product Service Bulletins (PSB) and determine if Cook County requires notification from respective Product Group.
 - 4.3.14. Assume primary responsibility for contract renewal.
 - 4.3.15. Manage Motorola Service Station (MSS) Relationship and Subcontracts.
 - 4.3.16. Provide point of contact for MSS/Motorola relationship.
 - 4.3.17. Resolve conflicts between links in the service resource chain.
 - 4.3.18. Assume primary responsibility for Third Party Subcontracts.

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4.3.19. Provide point of contact for Third-Party /Motorola relationship.

4.3.20. Resolve conflicts between links in the Third-Party service resource chain.

5.1 Additional Field Service Support

- 5.1 If on-site service is required, technicians will be dispatched to perform first echelon service, remove failed components for repair, and reinstall new or reconditioned components. When required, specialized support and advance diagnostic assistance is available from Motorola Field Technical Representatives (FTR) and System Technologists (ST). These factory trained system specialists are available to assist the Servicer's, technicians and other support personnel having primary responsibility for maintenance of your system. Your CSM will be responsible for coordinating FTR Service.

6.1 Service Providers and Facilities

- 6.1 The Motorola System Support Center located in Schaumburg Illinois, maintains and repairs replacement parts for trunking and console systems and is available twenty-four (24) hours a day, seven (7) days a week. This location is also an approved parts replacement depot and board repair and return facility.
- 6.1 Chicago Communication Service (CCS) provides direct WBE participation for Cook County's system maintenance. CCS is a fifty-year-old company and is one of the nation's largest authorized Motorola Service Stations. CCS specializes in providing technical services to the communication industry and has been installing and maintaining radio systems for government since 1954. They have constructed numerous Specialized Mobile Relay (SMR) trunked radio systems, simulcast paging systems, repeater networks, and E911 equipment and microwave systems for private and government customers. An experienced Servicer, CCS installed and optimized the infrastructure equipment for the Chicago Police Department and the Chicago Fire Department networks, in addition to the Cook County Corrections system. Cook County can be assured of qualified, trained technicians. Chicago Communication Service is located at 200 Spangler Avenue in Elmhurst, Illinois.
- 6.1 Motorola's state-of-the-art Radio Support Center (RSC), located in Elgin, Illinois is equipped with the latest technologies and technical specialists ready to satisfy your Portable, Mobile and Mobile Data Terminal repair needs. RSC technicians perform thousands of repairs each week and go through over 40 hours of training each year. This expertise enables them to quickly pinpoint the source of the problem and repair your unit. Once repaired, radios are fully tested and restored to Motorola Factory Specifications.
- 6.1 Motorola's Americas Parts Division is located in Schaumburg, Illinois and is available to provide emergency system parts support twenty-four (24) hours a day, seven (7) days a week. Cook County may purchase parts and accessories directly through Motorola's Americas Parts Division and receive pricing discounts equal to State of Illinois contract pricing levels in effect at the time.
- 6.1 Advantage Communication Service (ACS) located in Skokie provides direct MBE participation for Cook County's system maintenance. ACS is responsible for repairing to component level multi-chargers, DeskTracs, Battery Analyzers, and the Best UPS System.
- 6.1 KLI Incorporated provide direct MBE/WBE participation Cook County's system maintenance. KLI provide same-day pickup and delivery service for all defective non-infrastructure equipment at Cook County's Maywood Facility. KLI picks up repaired units from the RSC and return them to Cook County, then they pick up defective units from the County and deliver them same-day to Motorola's Radio Support Center. KLI is also responsible for ordering aftermarket parts.

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7. Network Monitoring

- 7.1. Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge the Event, run remote diagnostic routines, and initiate an appropriate response. Appropriate responses could include, but are not limited to, continue monitoring the Event for further development, attempt remote Restoral, or transfer the Event by opening a Case for dispatch of a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.
- 7.2. Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will Continuously track and manage Case activity from open to close through an automated Case tracking process. This Case management allows for Motorola to provide activity and performance reports.
- 7.3. The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

Motorola has the following responsibilities:

- 7.4. Recommend any needed Connectivity or monitoring equipment and coordinate installation of such equipment upon Customer's request.
- 7.5. Provide dedicated Connectivity necessary for monitoring SmartZone, SmartZone/ OmniLink, and Private Data system types.
- 7.6. Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 7.7. Continuously receive service requests.
- 7.8. Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 7.9. Attempt remote Restoral, as appropriate.
- 7.10. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 7.10.1. Characterize the issue
 - 7.10.2. Determine a plan of action
 - 7.10.3. Assign and track the Case to resolution.
- 7.11. Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 7.12. Ensure the required personnel have access to Customer information as needed.
- 7.13. Disable and enable System devices, as necessary, for Servicers.
- 7.14. Servicer will perform the following on-site:
 - 7.14.1. Run diagnostics on the Infrastructure or FRU.
 - 7.14.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 7.14.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 7.14.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 7.15. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference in the Customer Support Plan required by section 3.4. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 7.16. Escalate the Case to the appropriate party upon expiration of a Response time.
- 7.17. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.

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- 7.18. Notify Customer of Case Status, as required by the Customer Support Plan at the following Case levels
 - 7.18.1. Open and closed; or
 - 7.18.2. Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
- 7.19. Provide the following reports, as applicable:
 - 7.19.1. Case activity reports to Customer.
 - 7.19.2. Network Monitoring Service reports for Customer System(s), excludes E911.
 - 7.19.3. Performance/Availability Reports for SmartZone, SmartZone/ OmniLink, and Private Data Systems only.

Customer has the following responsibilities:

- 7.20. Allow Motorola Continuous remote access to obtain System availability and performance data.
- 7.21. Purchase Connectivity, installation and monitoring equipment necessary for monitoring the System if recommended by Motorola. Failure to purchase such equipment as recommended by Motorola may prevent Motorola from rendering the services described in this Statement of Work.
- 7.22. Order and maintain dedicated dial-up phone lines for telephone service for SMARTZONE and E911 System types.
- 7.23. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 7.23.1. Case notification preferences and procedure
 - 7.23.2. Repair Verification Preference and procedure
 - 7.23.3. Database and escalation procedure forms.
 - 7.23.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 7.24. Provide the following information when initiating a service request:
 - 7.24.1. Assigned System ID number
 - 7.24.2. Problem description and site location
 - 7.24.3. Other pertinent information requested by Motorola to open a Case.
- 7.25. Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
- 7.26. Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
- 7.27. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.11.2
- 7.28. Maintain and store in an easy accessible location any and all Software needed to Restore the System.
- 7.29. Maintain and store in an easily accessible location proper System backups.
- 7.30. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 7.31. Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.4.
- 7.32. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 7.33. Remote Monitoring electronically monitors specific elements of the System for Events and when detected are forwarded to the Motorola System Support Center using system specific monitoring tools. The System Support Center is staffed with trained technologists, who acknowledge the Event, run available diagnostic routines, and initiate an appropriate response.

8. Portable and Mobile Radio Maintenance

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- 8.1. The Motorola Rockford Service Center (RSC) located at 2204 Galvin Drive, Elgin, Illinois will perform Portable, Mobile, and Mobile Data Terminal equipment repairs. Our subcontractor, KLI, Incorporated will provide pick up and delivery service of the portable and mobile radio equipment. Chicago Communication Service, 200 Spangler Avenue in Elmhurst, Illinois on a "drive to" basis, will first provide Mobile Data Terminal service. Units requiring factory repair will be sent to the RSC by Chicago Communications Service.
- 8.2. Radio Repair provides the component or board level service for eligible Portable and Mobile radio units and Mobile Data Terminal units ("Unit") listed in the then current CGISS Support Services Price Schedule. Services are performed primarily at the Motorola Radio Support Center (RSC).
- 8.3. Certain models of Equipment and accessories are specifically excluded. Excluded items are portable radio single unit battery chargers, remote speaker microphones, cases, clips and antennas and mobile radio antennas. These items are not repaired but replaced and may be purchased through Motorola's Americas Parts Division.
- 8.4. Portable radio multiple unit battery chargers are included but will be serviced by Advantage Communications Service, Skokie IL.
- 8.5. Maintenance service excludes physical damage due to abuse, misuse or neglect. Equipment not covered under this Service concord will be repaired on a time and material basis after notification is given to Cook County. Type and extent of physical damage will be estimated by Motorola and submitted to the County for authorization before repairs begin. Newly purchased equipment may be added to the contract as their warranties expire and will be billed at the same contracted rate. Services include only those products listed in the Radio Repair product pages in the USCSD Support Services Price Schedule.
- 8.6. Motorola has the following responsibilities:
 - 8.6.1. Test and return the Equipment to Motorola factory specifications.
 - 8.6.2. Reprogram Equipment necessary to return Equipment to normal operations, based on the template provided by Cook County or a generic template for that Equipment if no template is provided.
 - 8.6.3. Motorola will pay the freight charges for next day shipping to and from the Radio Support Center or return equipment via Cook County's contracted carrier, KLI, Incorporated.
 - 8.6.4. Complete a Repair Request Form and submit it with each Unit sent in for service. Alternatively, complete and submit an electronic version of this form available on Motorola's web site for each Unit.
 - 8.6.5. Send Equipment along with a completed Repair Request Form to the Radio Support Center for Service. Accessory items sent in without the Unit must reference the serial number of the Unit on the repair request form.
- 8.7. Cook County has the following responsibilities:
 - 8.7.1. Supply Motorola with Software templates for Equipment needing to be reprogrammed according to Cook County's specifications.

9. Preventive Maintenance and Analysis

- 9.1. Motorola will provide one (1) Preventive Maintenance (PM) check per year; the date to be mutually agreed upon by Motorola and Cook County. Generally, preventive maintenance inspections are accomplished each time repairs are performed on the equipment. Maintenance inspections performed on fixed equipment during a service call will satisfy this yearly requirement. While portable and mobile radios do not typically require an annual preventive maintenance check, the County may send in portable and mobile units covered under this contract for a preventive maintenance check. Motorola's RSC will perform a preventive maintenance check each time a unit is sent in for repair.
- 9.2. Motorola's System Survey and Analysis will provide operational test and alignment, as applicable, on Cook County's Equipment (infrastructure or fixed network equipment only) to ensure the equipment

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meets original manufacturer's specifications. This service will occur on a business day during normal business hours.

9.3. Motorola has the following responsibilities:

- 9.3.1. Notify the Customer of any possible System downtime needed to perform this service.
- 9.3.2. Physically inspect the infrastructure equipment in the system (equipment cabinet, general circuitry, and connections).
- 9.3.3. Remove any oil, dust, and/or foreign substances from the equipment.
- 9.3.4. Clean filters, if applicable.
- 9.3.5. Measure, record, align, and adjust the following applicable Equipment parameters, to the frequency and modulation outlined in the Rules and Regulations of the Federal Communications Commission (FCC). Which may include:
 - Transmit Frequency
 - Deviation
 - Transmitter Power
 - Reflected Power in Antenna Line
 - Combiners and circulator loss
 - Receive Sensitivity
 - Audit Output Levels

9.4. Cook County has the following responsibilities:

- 9.4.1. Provide preferred schedule for System Survey and Analysis to Motorola.
- 9.4.2. Authorize and acknowledge any System downtime.
- 9.4.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the System Survey and Analysis services to Customer.

10. Hours of Service

- 10.1. In coordination with Motorola, Chicago Communications Service will provide on-site, seven (7) day a week, twenty-four (24) hour a day service on the Sheriff's Police ELITE Console. Specifically, this coverage includes:
 - 10.1.1. Police Console Central Electronics Bank (CEB) in Des Plaines
 - 10.1.2. Police Console Interface Electronics (CIE) in Des Plaines
 - 10.1.3. Police Console Server in Des Plaines
 - 10.1.4. Police Console Network Hub in Des Plaines
- 10.2. Response time for this maintenance plan is typically four (4) hours.
- 10.3. All other fixed equipment will be covered Monday through Friday, from 8:00 a.m. to 4:30 p.m., excluding holidays with a four (4) hour typical response time.
- 10.4. All Mobile and Portable equipment will be picked up on a regular scheduled maintenance. Excluding holidays, that schedule is Monday, Wednesday, and Friday each week.
- 10.5. Motorola is fully prepared to meet or exceed all of Cook County's system service needs. Motorola's proposed maintenance solution includes all labor, parts and materials necessary to repair equipment covered by the Service Agreement that has become defective through normal wear and usage through daily operation. Maintenance does not cover equipment that has become defective through damage caused by deliberate or electronic abuse, misuse of the equipment, acts of nature, or fire. Motorola or Cook County may add or remove equipment from this maintenance agreement with 30 days written notice to the other party.

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Antenna Site Management

11. Description of Services

Antenna Site Management includes the management of antenna site preventative maintenance, repairs, and associated site services. Motorola will coordinate and manage antenna site preventative maintenance activities, repairs and servicers for typical antenna site elements including, but not limited to, tower structure maintenance, grounds maintenance, site equipment maintenance, and building maintenance. Servicers or subcontractors used to provide preventative maintenance activities and repairs will be recommended by Motorola. Motorola reserves the right to decline to provide Antenna Site Management for those services performed by servicer(s)/subcontractor(s) utilized by Customer and not recommended by Motorola.

Subcontractor options can be added to Antenna Site Management whereby Motorola will contract directly with the servicer and costs of preventative maintenance will be included as part of Motorola's overall Antenna Site Management service costs. Subcontractor options are available for: UPS, generator, HVAC, fire extinguisher, janitorial services, pest control, snow removal, site exterior maintenance, building interior/exterior, and tower structure maintenance. If subcontractor options are not contracted by Motorola, then the Customer will hold the contract directly with the service provider. Customer contracts held directly with servicers are subject to Motorola's review as provided herein. Motorola may, in its reasonable discretion, decline to manage services provided by a particular servicer and such services will be excluded from this Statement Of Work (SOW). For Customer contracts held directly with the servicer, preventative maintenance costs are not included as part of Motorola's Antenna Site Management service and Customer is responsible for any such costs. (see Exclusions below)

Motorola will leverage its expertise and experience in delivering Antenna Site Management by utilizing management and maintenance tools it has developed specific to the delivery of this service. The tools may include, but are not limited to, the quarterly antenna site audit form, and task lists developed specifically for site elements to be managed. These Motorola developed tools may reference Motorola Standards and Guidelines for Communication Sites - R56, Environmental Health and Safety, Occupational Safety and Health Administration, Electro Magnetic Energy, Federal Communications Commission, Federal Aviation Administration, National Fire Protection Association, Electronic Industries Alliance/Telecommunications Industry Association and/or other compliance guidelines.

Inclusions

Examples of items included as part of Motorola's Antenna Site Management services and related costs include the following: a) antenna sites only, b) sites that can be continuously and readily accessed by a standard 4-wheel drive vehicle, c) antenna sites that have been implemented and in existence at the time Customer requests Antenna Site Management service, d) antenna site equipment such as, but not limited to, generators, UPS, and HVAC, e) radio frequency antenna site equipment to the point that it connects to the Customer's radio communication system equipment including combiners, receive multi-couplers, tower top pre-amps, antennas and lines (please refer to diagram A for clarification), and f) other equipment as determined in Motorola's discretion, such as antenna and line for the global positioning system, microwave, and WWV if present on the Antenna Site and owned by the Customer, and g) any maintenance-related consumable and incidental costs such as, but not limited to, filters, oil, antifreeze, freon, building light bulbs, eye wash fluid, first aid kit refills, alkaline batteries (i.e. smoke detector), garbage cans and warning signs.

Exclusions

Examples of items excluded as part of Motorola's Antenna Site Management services and related costs include the following: a) any services or costs related to compliance with applicable laws and regulations or costs including, but not limited to, FCC, environmental or worker safety and health, associated with items found by Motorola to be non-compliant, b) preventative maintenance service costs, unless Motorola is providing services through its subcontractor in which case such

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costs will be added to the overall Antenna Site Management costs, c) any parts, capital improvements, and/or repair/replacement costs such as, but not limited to, paint, shingles, fuel, UPS batteries, tower light bulbs, repair of leaky roof, environmental cleanups and/or waste disposal, service costs, or equipment repair/replacement, d) management of radio communication system equipment maintenance, e) non-customer owned radio frequency equipment f) interference analysis or issues, g) Electro Magnetic Energy (EME) Survey, h) engineering services, and i) tower light monitoring.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference. In the event that the provisions in the SOW directly conflict with the provisions of Motorola's Service Terms and Conditions or other applicable Agreement to which this SOW is attached, the provisions of the SOW shall govern.

Motorola has the following responsibilities:

- 11.1. Receive and review Customer documentation including, but not limited to, maintenance history, area maps, plat drawing, site compound, shelter layout and construction specifications, electrical diagrams, HVAC diagrams, cable runway system, antenna tower specifications, tower orientation, antenna orientation, antenna placement, tower section configuration and complex antenna mount layout. In addition, Motorola must receive from Customer a copy of leases, licenses, permits, and documentation of any environmental due diligence or assessments performed by Customer.
- 11.2. Understand baseline compliance of existing antenna site and tower conditions in accordance with the Motorola Antenna Site audit form and tower inspection.
- 11.3. Identify and discuss with Customer tasks to be performed by Motorola per Antenna Site Management task lists as included in Appendix A of this Statement of Work.
- 11.4. Identify and recommend (as applicable) qualified servicers or subcontractors to perform preventative maintenance per the specific task lists for antenna site elements. In the event that Customer uses a servicer or subcontractor not recommended by Motorola, Motorola may communicate areas of concern and suggest modifications relative to the antenna site and related services to be performed by such servicer or subcontractor for Customer. Motorola reserves the right to decline to provide Antenna Site Management for those services performed by servicer(s)/subcontractor(s) utilized by Customer and not recommended by Motorola.
- 11.5. Review Customer contracts held directly with servicers to ensure Motorola is able to effectively deliver the Antenna Site Management service to Customer. Motorola may communicate areas of concern and suggested modifications to Customer contracts held directly with servicers or subcontractors.
- 11.6. For those subcontractor options contracted to Motorola by Customer, Motorola will bill the Customer on a periodic basis, as well as any repairs and parts needed.
- 11.7. For those services Customer has chosen not to use Motorola or its recommended servicers or subcontractors, Motorola may communicate with such servicers or subcontractors utilized by Customer in connection with the performance of necessary preventative maintenance.
- 11.8. Establish preventative maintenance program in conjunction with the Motorola task lists.
- 11.9. Implement and manage preventative maintenance program as established in section 2.8.
- 11.10. Coordinate outside servicers or subcontractors in accordance with established maintenance procedures as per the Motorola task lists referenced in section 2.8 above.
- 11.11. Coordinate access of servicers or subcontractors to antenna site.
- 11.12. Coordinate resolution of repairs that may be required beyond regular preventative maintenance activities.
- 11.13. Conduct periodic site visits and quarterly site inspections to ensure preventative maintenance program effectiveness.
- 11.14. Notify Customer in writing if antenna site is not in compliance with Motorola standards or if Motorola finds any critical issues. Critical issues are those that are non-compliant to federal, state or local guidelines and/or those issues that may threaten system performance, present a danger to the property or to servicers. Notification should include a description of the problem, compliance specifications, and a recommendation for resolution. If Customer fails to make the identified issue compliant within thirty (30) days of receipt of notice or within the time specified by local, state or federal requirements, Motorola may, but is not obligated to, make arrangements to enable Customer to achieve compliance and will bill

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the cost of such services to Customer. If compliance cannot be met, Motorola may, in its sole discretion, exclude the antenna site from Antenna Site Management services.

- 11.15. Confirm with Customer that required building leases, permits and registrations have been obtained and are current.
- 11.16. Provide Customer quarterly reports on preventative maintenance, extraordinary maintenance and management activities.

Customer has the following responsibilities:

- 11.17. Provide Motorola with site documentation including, but not limited to, maintenance history, area maps, plat drawing, site compound, shelter layout and construction specifications, electrical diagrams, HVAC diagrams, cable runway system, antenna tower specifications, tower orientation, antenna orientation, antenna placement, tower section configuration, complex antenna mount layout, permits, leases, licenses, environmental due diligence, and other documentation reasonably requested by Motorola. If Customer does not have the above-mentioned documentation, Motorola may require Customer to supply documentation.
- 11.18. If requested, accompany Motorola to each initial antenna site visit to provide any site-specific information required for Motorola to perform its responsibilities.
- 11.19. Provide Motorola with a single point of contact.
- 11.20. If requested, provide workspace and telephone access to Motorola or Motorola authorized personnel.
- 11.21. Communicate any additional preventative maintenance requirements for antenna sites not included in the Motorola task list for Antenna Site Management. Additional requirements may be outside the scope of this Statement of Work and separately negotiated with Customer.
- 11.22. If applicable, provide Motorola with copies of contracts held directly between Customer and servicers. Customer shall use good faith efforts to incorporate proposed modifications in their contracts with servicers.
- 11.23. Allow Motorola to communicate with servicers or subcontractors in connection with performing preventative maintenance at antenna sites who hold contracts directly with Customer.
- 11.24. Pay service invoice for subcontractor options within the payment terms indicated on the invoice as per section 2.6, and applicable only if Customer contracted subcontractor option to Motorola.
- 11.25. Allow continuous access of antenna site properties to Motorola and Motorola authorized personnel.
- 11.26. Comply with applicable statutory and regulatory requirements. Act upon those notifications to maintain compliance as provided by Motorola as per Section 2.14 above. Any fines, fees or costs that Customer may incur for non-compliance will be Customer's sole responsibility.
- 11.27. Inform Motorola of any Notice of Violations received from OSHA, FAA or other local agencies.
- 11.28. Obtain and maintain all required permits, leases, and registrations. Upon request from Motorola, provide confirmation that such permits, leases and registrations have been obtained and are current.
- 11.29. Maintain usual and customary insurance or a program of self-insurance covering all antenna sites subject to this agreement including, but not limited to commercial general liability (third-party) insurance for claims arising from injury to persons or damage to property of others; first-party property damage insurance against loss or damage from fire, theft and such other perils in an amount sufficient to repair or replace the subject property; and workers compensation/employer's liability insurance for Customer's employees. Any deductible and/or coinsurance applicable under any policy of insurance shall be solely the expense of Customer and all policies described above shall include a waiver of subrogation against Motorola to the extent permitted by law.
- 11.30. Inform Motorola in writing of any changes or modifications made to the antenna site or antenna site equipment within 30 days following completion of changes.
- 11.31. Indemnify and hold harmless Motorola and its officers, directors, employees and agents from any and all claims, damages, expenses, suits, losses, or liabilities arising from or connected with the delivery or performance the services hereunder, unless such claims arise as a result of Motorola's negligence.
- 11.32. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Antenna Site Management to Customer.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 09-41-43 for MAINTENANCE, RADIO SYSTEMS, RADIOS AND RELATED EQUIPMENT for the COOK COUNTY SHERIFF, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	MAINTENANCE, RADIO SYSTEMS, RADIOS AND RELATED EQUIPMENT, AS PER EXHIBIT "B" HEREIN.
			<u>\$4,953,842.13/JOB</u>
			<u>\$4,953,842.13/TOTAL</u>

2

**GRAND TOTAL NOT TO
EXCEED: \$4,953,842.13**

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: DECEMBER 1, 2008 THROUGH November 30, 2011

CONTRACT NO. 09-41-43

EXHIBIT "A"

OFFICE OF THE COUNTY CLERK - CLERK OF THE BOARD *6/6*

AGENDA TRANSMITTAL FORM/REQUEST FOR BOARD MEETING OF: 11/05/08

Using Agency: Sheriff's Budget Department Date: 9/22/08 Purchase Requisition No. 92110001

This form must be used to place business transactions (itemized below) on the agenda for the Cook County Board of Commissioners. All questions must be answered in order for your request to be placed on the Board Agenda.

1. Describe item (name/quantity) or services requested: Requesting authorization for the Purchasing Agent to enter into a contract with Motorola, Inc., Schaumburg, Illinois for Radio System Maintenance for the Cook County Sheriff's Office, Cook County State's Attorney, Juvenile Probation, Adult Probation, Cook County Facilities Management, Juvenile Detention Center, Cermak Health Services, and Cook County Forest Preserve District.

2. Type of transaction are you requesting:

- A. Advertise for bids (go directly to question 5)
- B. Enter into a contract
- C. Renewal of existing contract
You may check more than one of the following if applicable:
- D. Increase dollar amount of existing contract
- E. Extend time period on existing contract

3. If you check 2B through 2E, you must complete all of the following questions:

A. Vendor name and address:
Motorola, Inc.
1309 East Algonquin Road
Schaumburg, Illinois 60196

If you are requesting to enter into a contract with a specific company or individual, you must explain why this company or individual is the only one capable of supplying the products or services. Likewise, you must explain why a renewal or extension is necessary in lieu of rebidding: Motorola, Inc. is the only vendor capable of servicing all portable and mobile radios and ancillary equipment, including the dispatch consoles at the E911 Center in Des Plaines, Mobile Data Terminals, fixed equipment, and the trunked radio system infrastructure which includes highly proprietary technology.

B. Reason:

4. If you checked 2C through 2E above, you must complete the following:

Contract No.: 06-41-300

Amount of original Board approved contract: \$4,767,630.03

Board approval date: 10/18/05

Amount of funds remaining in contract: \$ _____ (2E only)

Previous increase or extension: (2D and E only)
Dates: _____ Amount: \$ _____ Adjusted amount: \$ _____

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
DEC 03 2008
297158
COM _____

5. Expiration date of current contract (if applicable): 11/30/08

Dates of proposed contract (if applicable): 12 /01 /08 11 /30 /11
from to

6. Fiscal Impact: \$4,953,842.13 Department/Budget Account: 211-449 Account Description: Operation Repair and Maintenance of Institutional Equ

REFERRED TO THE COMMITTEE ON FINANCE AS AMENDED

Amount of new contract/contract increase: \$0.00 COMMUNICATION NO. 297158

Amount of above per fiscal year: \$1,651,280.71 NOVEMBER 5, 2008

Approval of this item will commit Fiscal Year(s) 2009 and future year funds.

____ Sufficient funds have been appropriated to cover this request. (Check this statement if funds are coming from a bond account.)

Name: Alexis Herrera Phone Number: (312) 603-0044

Title: Chief Financial Officer

Signature: Alexis Herrera

(If there are insufficient funds available in the indicated budget account, please complete the reverse side, per request of the President of the Board.)

The Chief Information Officer has received this item and concurs with this recommendation.

297158

BOARD OF COMMISSIONERS
of Cook County

Subject Matter

SHERIFF OF COOK COUNTY, Thomas J. Dart by Alexis A. Herrera, Chief Financial Officer,
transmitting a Communication:

requesting authorization for the Purchasing Agent to enter into a contract with **MOTOROLA, INC.**, Schaumburg, Illinois, for radio system maintenance for the Cook County Sheriff's Office, Cook County State's Attorney, Juvenile Probation and Court Services Department, Adult Probation Department, Department of Facilities Management, Juvenile Temporary Detention Center, Cermak Health Services of Cook County, and Cook County Forest Preserve District.

Reason: Motorola, Inc. is the only vendor capable of servicing all portable and mobile radios and ancillary equipment, including the dispatch consoles at the E911 Center in Des Plaines, mobile data terminals, fixed equipment, and the trunked radio system infrastructure which includes highly proprietary technology.

Estimated Fiscal Impact: \$4,953,842.13 (\$1,651,280.71 per year). Contract period: December 1, 2008 through November 30, 2011. (211-449 Account). Requisition No. 92110001.

Approval of this item would commit Fiscal Years 2009, and future-year 2010 and 2011 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

Referred to the Committee on
Finance as Amended

11/5/2008

Recommendation

12-3-08 Approved

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS
as amended
DEC 03 2008

COM 297158

CONTRACT NO. 09-41-43

EXHIBIT "B"

Table of Contents

- I. **Description of Services and Statement of Work**
 1. Dispatch Operations
 2. Infrastructure Repair and Board Replacement
 3. Technical Support
 4. Customer Support Management
 5. Dedicated Motorola System Manager
 6. Additional Field Service Support
 7. Service Providers and Facilities
 8. Network Monitoring
 9. Portable and Mobile Radio Maintenance
 10. Preventative Maintenance and Analysis
 11. Hours of Service
 12. Antenna Site Management
 13. Definitions

MBE/WBE Participation Documentation

Pricing Summary

Motorola Service Agreement Terms and Conditions

Cook County Sheriff's Department Radio System Maintenance

Description of Services and Statement of Work

1. Dispatch Operations

- 1.1. A single point of contact is key to the efficient management of service issues. Motorola's Call Center is staffed with trained Customer Support Representatives that provide a central point of contact for all your service requests. Motorola will provide a toll-free, 7-day per week, 24 hour per day coordination point for all service requests (1-800-323-9949). Please provide your Site ID of SZ761B to Dispatch Operations. All requests are tracked and monitored from beginning to end through an electronic Case number. Automatic, time driven escalation to management of all open issues is an integral part of this process. Customer notification and escalation can also be accommodated. The Call Center will receive all calls and dispatch or coordinate appropriate technical support. If on-site service is required, Motorola will dispatch a technician to the site and track the call to closure. Cook County will be notified for all open Cases via portable device (to be supplied by Motorola).

2. Infrastructure Repair and Board Replacement

- 2.1. Infrastructure Repair service is provided on Motorola and select third party Infrastructure as set forth in the attached Exhibit B. Motorola provides depot service down to the component level on Motorola Infrastructure equipment. Select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.
- 2.2. Motorola will provide Field Replacement Unit (s) (FRU) in exchange for the malfunctioning unit (s) on a best effort basis. Non-standard configurations and Customer modified units are excluded from this service. Malfunctioning unit (s) will be evaluated, repaired and returned to Motorola's FRU inventory upon completion of repair.
- 2.3. The terms and conditions of this Statement of Work (SOW) are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this SOW and the provisions of the Service or other applicable Agreement, the provisions of this SOW shall prevail.
- 2.4. Motorola has the following responsibilities:
 - 2.4.1. Maintain and provide access to an inventory of FRU, subject to availability, that can be shipped to Cook County. Motorola reserves the right to provide new or reconditioned units as FRU. The FRU will be of the same kit and version, and will contain similar boards and chips, as Cook County's malfunctioning unit(s).
 - 2.4.2. Program FRU that will be exchanged with the malfunctioning unit to original operating parameters based on templates provided by Cook County. If the template is not provided or is not reasonably usable, a generic template will be used. Motorola reserves the right to upgrade at no additional charge to Cook County.
 - 2.4.3. Properly package and deliver FRU from FRU inventory to Cook County specified address. FRU's will be delivered directly to Motorola's System Support Center receiving dock located in Schaumburg, IL.
 - 2.4.4. Pickup and receive equipment from Cook County and document its arrival, repair and return.
 - 2.4.5. Diagnosing, troubleshooting Cook County's Radio System, exchanging FRU's, supplied by Motorola's System Support Center and return the defective or exchanged FRU.
 - 2.4.6. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.4.7. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.4.8. Verify that Motorola Equipment is returned to Motorola manufactured specifications, as applicable.
 - 2.4.9. Perform all applicable services specified in Service Repair Notes on Equipment.
 - 2.4.10. Perform a Box Unit Test on all serviced Equipment.

Cook County Sheriff's Department

Radio System Maintenance

- 2.4.11. Perform a System Test on select Equipment.
- 2.4.12. Provide service on third party Infrastructure.
 - 2.4.12.1. Ship select third party Infrastructure to the original equipment manufacturer or third party vendor for service. Diagnostic and repair services will be done when possible.
 - 2.4.12.2. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
- 2.4.13. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Cook County. If the County template is not provided or is not reasonably usable, a generic template will be used.
- 2.4.14. Properly package and return ship (Motorola will pay return shipping charges) Equipment to the specified address or if unit was exchanged with a Motorola supplied FRU, return malfunctioning unit(s) to the Motorola FRU inventory upon completion of repair.

2.5. Cook County has the following responsibilities:

- 2.5.1. Contact Motorola Call Center and request an advanced FRU exchange or a return authorization number (for all other repairs) prior to shipping malfunctioning Equipment or third party Infrastructure named in the applicable attached Exhibit B. The initial call may be from Servicer, if Servicer is acting on Cook County's behalf.
- 2.5.2. Provide model description, model number, serial number, type of System symptom of problem and address of site location for FRU or Equipment.
- 2.5.3. Indicate if the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from equipment being sent in for service.
- 2.5.4. Maintain templates of Software/applications and Firmware for reloading of Portable Equipment.
- 2.5.5. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Cook County.

Exhibit B – Coverage and Exclusions for Infrastructure Repair

AEB(s)	
Base Station(s) and Repeater(s)	Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac Base Stations ONLY. Please refer to the description for details.
Bi-Directional Amplifier(s)	Includes Cables, Splitters, and antennae
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub.
Channel Bank(s)	Including Premisys and Wescom.
Combiner(s)	Includes all TX Combiners
Comparator(s)	Includes Spectratrac, Digitac, and Astrotac Comparators.
Computer(s)	Includes computers that directly interface with or control the communications system, including SIP. Excludes laptop computers.
Console(s)	Includes consoles, Centracom headset jacks, dual footswitches, and gooseneck microphones as part of complete systems ONLY.
Controller	Includes Zone Controller
Server(s)	Includes Database Server, User Server, User Configuration Server, and Historical Server
Digital Interface Unit(s)	
Digital Signaling Modem(s)	
MBX(s) or NOVA Interconnect	
Monitor(s)	All monitors connected to computers that directly interface with or control the communications system.

Cook County Sheriff's Department Radio System Maintenance

Moscad	As part of system only.
Multicoupler(s)	
Printer(s)	Includes printers that directly interface with the communications system. Does not include consumable items such as printer cartridges.
Microwave	Includes Fujitsu and Eltec Rectifier
Receiver(s)	Includes Quantar, MSF500, and MTR2000 receivers.
Simulcast Distribution Amplifier(s)	
Site Data Modem(s)	
Site Frequency Standard(s)	
Tower Top Pre-Amplifier(s)	
Universal Simulcast Controller Interface(s)	
Antenna System equipment	Includes Antenna mounts, hardline, and lighting.
UPS Systems	Includes Batteries
Dictaphone and Recording Equipment	Includes Call Checks, Playback Unit, and Monitoring Eqpt.
Air-conditioning for Cook County Owned Sites.	Includes Preventative Maintenance Checks, Parts and Labor.
Generators	Includes Preventative Maintenance Checks, Parts and Labor.
Test Equipment	Includes R2670 IFR-6844

Additional Exclusions:

- Physically damaged equipment.
- Third party equipment not specified in this document.
- Consumable items including but not limited printer cartridges.
- Furniture and cabinets.
- Firmware and/or Software upgrades for System Enhancements.

Technical Support

3. Motorola staffs a 7 x 24 help desk to provide system level technical support. Product specialists are trained to provide expert troubleshooting assistance and are fully trained on Motorola products and systems. The technical staff has access to test systems and can simulate customer configurations to aid in the diagnostic process. The help desk is supported with 7 x 24 monitoring of customer systems, which provides automatic notification of system faults. Upon receipt of an alert, a system technologist will dial back and execute diagnostics remotely. Often, restoration can be achieved without further intervention. Monitoring is achieved through a variety of fault management tools that are installed on customer systems during the staging process. Whenever a system fault occurs, these tools will automatically phone the Motorola System Support Center (SSC) and report the alert. This connectivity allows our diagnostic technicians to quickly run remote diagnostics and determine the correct restoration actions. Technical Support is only available on installed systems currently supported by the System Support Center.

3.1. Motorola has the following responsibilities:

- 3.1.1. Respond to requests for Technical Support in accordance with the Response times defined in Table A and Severity Levels defined in Table B shown below. Advise caller with procedure for System Restoration or issue resolution.
- 3.1.2. Dispatch a Servicer for on-site service upon Cook County's request.
- 3.1.3. Upon Servicer's arrival at the Cook County site, Servicer will assist Cook County in performing diagnostics on the System to isolate the problem.
- 3.1.4. Servicer will assist Cook County in restoring the System by replacing defective Component/FRU/assembly or other immediate action.
- 3.1.5. Provide FRU and/or assembly on a best effort basis.
- 3.1.6. If the System cannot be Restored by replacement of a Component/FRU/assembly or other immediate action, the Servicer will place a call to Technical Support to escalate the Case to the appropriate third party vendor, engineering, software, or product groups for resolution.

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 – 41– 43

From: B & B Maintenance
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>
1. <u>Janitorial Services (Indirect)</u>	<u>\$ 1,135,500.53 22.92 %</u>
2. _____	<u>\$ _____ %</u>
3. _____	<u>\$ _____ %</u>
Total	<u>\$ 1,135,500.53 22.92 %</u>

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Silverio Osorio (print name)
the President (title) and duly authorized representative
of the B & B Maintenance, Inc. (MBE/WBE firm) affirm that the
foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplied/performed for the above indicated total dollar amount \$ 1,135,500.53, which represents
the above indicated total percentage 22.92 % for the contract amount \$ 4,953,842.13

Silverio Osorio (Signature of affiant) 3/11/09 (Date)

Subscribed and sworn to before me this 11th day of March, 2009.

Heather Kielar
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$1,135,500.53 which represents the above indicated percentage 22.92% of this contract bid amount of \$4,953,842.13.

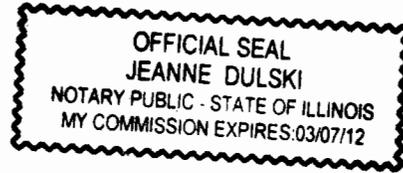
Jeffrey Espiritu
(Signature of Affiant)

3 / 12 / 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009.

Jeanne Dulski
(Notary Signature)

(Notary Seal)





City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)

<http://www.cityofchicago.org>

February 25, 2009

Silverio Osorio
B and B Maintenance, Inc.
537 Capital Drive
Lake Zurich, IL 60047

Dear Mr. Osorio:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE** certification **until April 1, 2009**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Janitorial Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



**COOK COUNTY LETTER OF INTENT
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3/11/09
(Date)

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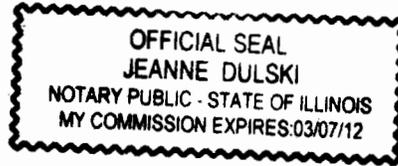
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3/12/2009
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Richard M. Daley, Mayor

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NEIGHBORHOODS



COOK COUNTY LETTER OF INTENT
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(Notary Signature)

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City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gayles
Chief Procurement Officer

City Hall, Room 403
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(312) 744-4900
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537 Capital Drive
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The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward **MBE** in the following specialty area(s):

Janitorial Services

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Mark Hands
Managing Deputy Procurement Officer

MH/bc



MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firms(s) and its in the Joint Ventures and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- ✓
_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will work to utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III.)

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Chicago Communications, LLC (WBE)
Address: 200 Spangler Avenue, Elmhurst, IL 60126
Email: cglashagel@chicomm.com
Contact Person: Cynthia Glashagel, President Phone: (630) 832 - 3311
Dollar Amount of Participation: \$781,369.92
Percent Amount of Participation: 15.77%
* Letter of Intent attached? Yes No

2. Name of MBE/WBE: KLI, Incorporated (MBE)
Address: 304 Roma Jean Parkway, Streamwood, IL 60107
Email: lisa@kli-inc.com
Contact Person: Lisa Jurgens, President Phone: (630) 213 - 1282
Dollar Amount of Participation: \$102,960.00
Percent Amount of Participation: 2.08%
* Letter of Intent attached? Yes No

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include:

- 1. Name of MBE/WBE: B & B Maintenance (MBE)
Address: 537 Capital Drive, Lake Zurich, IL 60047
Email: silverioo@bandbmaint.com
Contact Person: Silverio Osorio, President Phone: (847) 550 - 6060
Dollar Amount of Participation: \$1,135,500.53
Percent Amount of Participation: 22.92%
* Letter of Intent attached? Yes No

- 2. Name of MBE/WBE: _____
Address: _____
Email: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation: _____
Percent Amount of Participation: _____
* Letter of Intent attached? Yes _____ No _____

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: KLI, Incorporated
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Onsite pickup & delivery services (Direct)</u>	\$ <u>102,960.00</u>	<u>2.08</u> %
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
Total	\$ <u>102,960.00</u>	<u>2.08</u> %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Lisa Carso (print name)
the President (title) and duly authorized representative
of the KLI Inc. (MBE/WBE firm) affirm that the

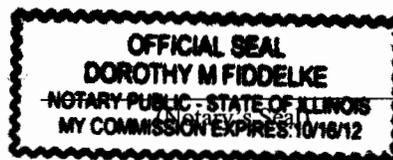
foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 102,960.-, which represents the above indicated total percentage 2.08 % for the contract amount \$ 4,953,842.13.

[Signature]
(Signature of affiant)

3/12/09
(Date)

Subscribed and sworn to before me this 12 day of MARCH, 2009.

[Signature]
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$102,960.00 which represents the above indicated percentage 2.08% of this contract bid amount of \$4,953,842.13.

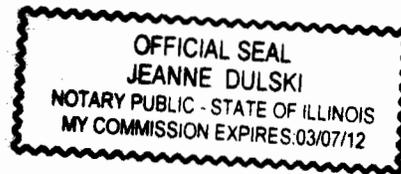
Jeffrey Espiritu
(Signature of Affiant)

3, 12, 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009.

Jeanne Dulski
(Notary Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bhperry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

November 28, 2008

Ms. Lisa J. Carso, President
KLI Inc.
304 Roma Jean Parkway
Streamwood, IL 60107

Annual Certification Expires: December 15, 2009

Dear Ms. Carso:

Congratulations on your continued eligibility for Certification as an **MBE (8) WBE** by Cook County Government. This **MBE (8) WBE** Certification is valid until **December 15, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **December 15, 2009**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (8) WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Manufacturer of Electronic Components, Harnesses and Cables

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (8)** or **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry
Director
BHP/es

Enclosed: No Change Affidavit

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: KLI, Incorporated
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Onsite pickup & delivery services (Direct)</u>	\$ <u>102,960.00</u>	<u>2.08</u> %
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
Total	\$ 102,960.00	2.08 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Lisa Carso (print name)
the KLI Inc, President, (title) and duly authorized representative
of the KLI Inc. (MBE/WBE firm) affirm that the

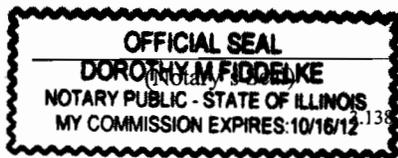
foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 102,960.00, which represents the above indicated total percentage 2.08 % for the contract amount \$ 4,953,842.13

[Signature]
(Signature of affiant)

3/12/09
(Date)

Subscribed and sworn to before me this 12 day of MARCH, 2009.

[Signature]
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$102,960.00 which represents the above indicated percentage 2.08% of this contract bid amount of \$4,953,842.13.

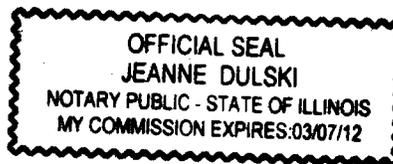
Jeffrey Espiritu
(Signature of Affiant)

3, 12, 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009.

Jeanne Dulski
(Notary Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS
ROBERT STEELE
JERRY BUTLER
WILLIAM M. BEAVERS
DEBORAH SIMS
JOAN PATRICIA MURPHY
JOSEPH MARIO MORENO
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1st Dist. PETER N. SILVESTRI
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6th Dist. GREGG GOSLIN
7th Dist. TIMOTHY O. SCHNEIDER
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9th Dist. ELIZABETH ANN DOODY GORMAN
10th Dist.
11th Dist.
12th Dist.
13th Dist.
14th Dist.
15th Dist.
16th Dist.
17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bhperry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

November 28, 2008

Ms. Lisa J. Carso, President
KLI Inc.
304 Roma Jean Parkway
Streamwood, IL 60107

Annual Certification Expires: December 15, 2009

Dear Ms. Carso:

Congratulations on your continued eligibility for Certification as an **MBE (8) WBE** by Cook County Government. This **MBE (8) WBE** Certification is valid until **December 15, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **December 15, 2009**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (8) WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Manufacturer of Electronic Components, Harnesses and Cables

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (8)** or **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry es.

Betty Hancock Perry

Director

BHP/es

Enclosed: **No Change Affidavit**



COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: CLI, Incorporated
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

Description of Services/Supply/Project	Fee/Cost	
1. <u>Onsite pickup & delivery services (Direct)</u>	\$ <u>102,960.00</u>	<u>2.08</u> %
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
Total	\$ <u>102,960.00</u>	<u>2.08</u> %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Lisa Carso (print name)
the President (title) and duly authorized representative
of the CLI Inc. (MBE/WBE firm) affirm that the

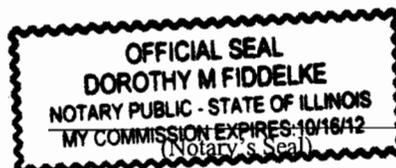
foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 102,960.00, which represents the above indicated total percentage 2.08 % for the contract amount \$ 4,953,842.13.

[Signature]
(Signature of affiant)

3/12/09
(Date)

Subscribed and sworn to before me this 12 day of MARCH, 2009.

[Signature]
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$102,960.00 which represents the above indicated percentage 2.08% of this contract bid amount of \$4,953,842.13.

Jeffrey Espiritu
(Signature of Affiant)

3, 12, 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009.

Jeanne Dulski
(Notary Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
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JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
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COOK COUNTY
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E-MAIL: bhperry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

November 28, 2008

Ms. Lisa J. Carso, President
KLI Inc.
304 Roma Jean Parkway
Streamwood, IL 60107

Annual Certification Expires: December 15, 2009

Dear Ms. Carso:

Congratulations on your continued eligibility for Certification as an **MBE (8) WBE** by Cook County Government. This **MBE (8) WBE** Certification is valid until **December 15, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **December 15, 2009**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as an **MBE (8) WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Manufacturer of Electronic Components, Harnesses and Cables

Your firm's participation on Cook County contracts will be credited toward **MBE (8)** or **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (8)** or **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry es.

Betty Hancock Perry

Director

BHP/es

Enclosed: No Change Affidavit



MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

- _____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- _____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firms(s) and its in the Joint Ventures and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- ✓ _____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will work to utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III.)

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: **Chicago Communications, LLC (WBE)**
Address: **200 Spangler Avenue, Elmhurst, IL 60126**
Email: **cglashagel@chicomm.com**
Contact Person: **Cynthia Glashagel, President** Phone: **(630) 832 - 3311**
Dollar Amount of Participation: **\$781,369.92**
Percent Amount of Participation: **15.77%**
* Letter of Intent attached? Yes No

2. Name of MBE/WBE: **KLI, Incorporated (MBE)**
Address: **304 Roma Jean Parkway, Streamwood, IL 60107**
Email: **lisa@kli-inc.com**
Contact Person: **Lisa Jurgens, President** Phone: **(630) 213 - 1282**
Dollar Amount of Participation: **\$102,960.00**
Percent Amount of Participation: **2.08%**
* Letter of Intent attached? Yes No

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include:

1. Name of MBE/WBE: B & B Maintenance (MBE)
Address: 537 Capital Drive, Lake Zurich, IL 60047
Email: silverioo@bandbmaint.com
Contact Person: Silverio Osorio, President Phone: (847) 550 - 6060
Dollar Amount of Participation: \$1,135,500.53
Percent Amount of Participation: 22.92%
* Letter of Intent attached? Yes No

2. Name of MBE/WBE: _____
Address: _____
Email: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation: _____
Percent Amount of Participation: _____
* Letter of Intent attached? Yes _____ No _____

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

**COOK COUNTY LETTER OF INTENT
(Section 2)**

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: Chicago Communications, LLC
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Systems Integrator (Direct)</u>	<u>\$ 781,369.92</u>	<u>15.77 %</u>
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
Total	<u>\$ 781,369.92</u>	<u>15.77 %</u>

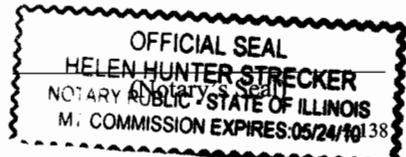
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Cynthia A. Glashagel (print name)
the Principal (title) and duly authorized representative
of the Chicago Communications, LLC (MBE/WBE firm) affirm that the
foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplied/performed for the above indicated total dollar amount \$ 781,369.92, which represents
the above indicated total percentage 15 % for the contract amount \$ 4,953,842.13.

Cynthia A. Glashagel (Signature of affiant) 3-12-2009 (Date)

Subscribed and sworn to before me this 12th day of March, 2009.

Helen Hunter Strecker
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$781,369.92 which represents the above indicated percentage 15.77% of this contract bid amount of \$4,953,842.13.

Jeffrey Espiritu
(Signature of Affiant)

3, 12, 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009

Jeanne Dulski
(Notary Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
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JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
E-MAIL: bherry@cookcountygov.com
TEL (312) 603-5502
FAX (312) 603-4547

March 25, 2008

Ms. Cynthia Glashagel, Principal
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, IL 60126

Annual Certification Expires: May 21, 2009

Dear Ms. Glashagel:

Congratulations on your continued eligibility for Certification as a **WBE** by Cook County Government. This **WBE** Certification is valid until **May 21, 2011**; however your firm must be revalidated annually. Your firm's next annual validation is required by **May 21, 2009**.

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" within **sixty (60) days prior** to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

Sales, Distribution, Service, Installation and Rental of Communications Equipment

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,



Betty Hancock Perry

Director

BHP/es

Enclosed: **No Change Affidavit**

Revised 2/28/08



COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: Chicago Communications, LLC
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all service with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. *All services performed and/or suppliers provided must be directly related t this specific Cook County contract and must not include any services/supplies related to any other government contract.*

<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Systems Integrator (Direct)</u>	<u>\$ 781,369.92</u>	<u>15.77 %</u>
2. _____	\$ _____	_____ %
3. _____	\$ _____	_____ %
Total	\$ 781,369.92	15.77 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Cynthia A. Glashagel (print name)
the Principal (title) and duly authorized representative
of the Chicago Communications, LLC (MBE/WBE firm) affirm that the
foregoing information is true and correct and the services, supplies, and/or project indicated above will be
supplied/performed for the above indicated total dollar amount \$ 781,369.92, which represents
the above indicated total percentage 15 % for the contract amount \$ 4,953,842.13.

Cynthia A. Glashagel
(Signature of affiant) 3-12-2009
(Date)

Subscribed and sworn to before me this 12th day of March, 2009.

Helen Hunter Strecker
(Notary's Signature)



COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$781,369.92 which represents the above indicated percentage 15.77% of this contract bid amount of \$4,953,842.13.

Jeffrey Espiritu
(Signature of Affiant)

3, 12, 2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2009

Jeanne Dulski
(Notary Signature)

(Notary Seal)



THE BOARD OF COMMISSIONERS

TODD H. STROGER

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
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March 25, 2008

Ms. Cynthia Glashagel, Principal
Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, IL 60126

Annual Certification Expires: **May 21, 2009**

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Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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Sales, Distribution, Service, Installation and Rental of Communications Equipment

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry ^{ex.}
Betty Hancock Perry

Director

BHP/es

Enclosed: **No Change Affidavit**

Revised 2/28/08



COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: Cook County Radio Maintenance #09 - 41- 43

From: Chicago Communications, LLC
(MBE/WBE Firm)

To: Motorola and the County of Cook
(Bidder/Proposer Firm)

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<u>Description of Services/Supply/Project</u>	<u>Fee/Cost</u>	
1. <u>Systems Integrator (Direct)</u>	<u>\$ 781,369.92</u>	<u>15.77 %</u>
2. _____	\$ _____	_____ %
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Total	\$ 781,369.92	15.77 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

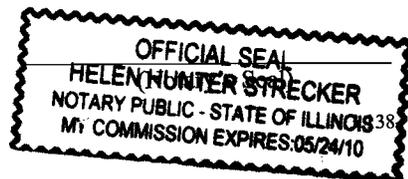
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supplied/performed for the above indicated total dollar amount \$ 781,369.92, which represents
the above indicated total percentage 15 % for the contract amount \$ 4,953,842.13.

Cynthia A. Glashagel
(Signature of affiant)

3-12-2009
(Date)

Subscribed and sworn to before me this 12th day of March, 2009.

Helen Hunter Strecker
(Notary's Signature)



Upon Penalty of perjury, I Jeffrey Espiritu (print name),

the Supplier Diversity Manager and duly authorized representative of the Prime.

Bidder Motorola (firm name) affirm that all of the foregoing information is true and correct and that the the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$781,369.92 which represents the above indicated percentage 15.77% of this contract bid amount of \$4,953,842.13.

Jeffrey Espiritu
(Signature of Affiant)

3/12/2009
(Date)

Subscribed and sworn to before me this 12 day of March, 2008.

Jeanne Dulski
(Notary Signature)

(Notary Seal)



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March 25, 2008

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Chicago Communications, LLC
200 Spangler Avenue
Elmhurst, IL 60126

Annual Certification Expires: May 21, 2009

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Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry

Director

BHP/es

Enclosed: **No Change Affidavit**

Revised 2/28/08



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- (2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- (3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- (4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- (5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CONTRACTOR CERTIFICATIONS
(SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti -Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois,
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default;
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

[] Yes [X] No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- 1.) Is bidder/proposer a "Local Business" as defined above?
Yes: _____ No: X
- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? Motorola employs 50,000 worldwide
- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?
Yes: X No: _____

If yes, list such bidder/proposer business addresses:

1301 E. Algonquin Road

Schaumburg, IL 60196

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: X No: _____

If yes, list such bidder/proposer business addresses:

Motorola is a worldwide corporation. Please visit

www.motorola.com for all locations.

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 4,600

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

J. **THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)**

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five\ percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

NONE

If the letters, "NA", the word "None" or no response appears above, it will conclusively presumed that the Contracting Party certified to the above statements.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: Chicago Communications

Business: on-site Communications Repair

Relationship to Contractor: Subcontractor

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: \$781,369.92

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: KLI, Inc.

Business: Pick up & Delivery of Communications

Relationship to Contractor: Subcontractor

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: \$102,960.00

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: B & B Maintenance

Business: Janitorial Services

Relationship to Contractor: Subcontractor

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: \$1,135,500.53

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
(SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Motorola, Inc.
Print or type name of Contracting Party

By: 

Kelly Kirwan
Print or type name of person signing

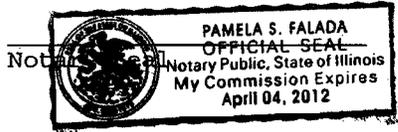
Vice President Government & Commercial Markets - Americas
Print or type title of person signing

3-12-2009
Date

Signed and sworn to before me this 12th day of March, 2009

Pamela S. Falada
Notary Public Signature

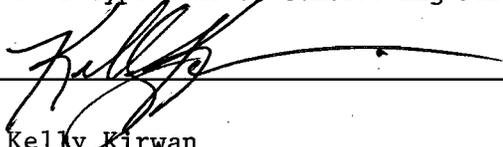
Commission Expires: 4-4-2012



CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Motorola, Inc.
Print or type name of Contracting Party

By: 

Kelly Kirwan

Print or type name of person signing

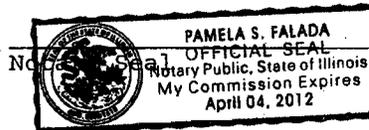
Vice President Government & Commercial Markets - Americas
Print or type title of person signing

3-12-2009
Date

Signed and sworn to before me this 12th day of March, 2009

Pamela S. Falada
Notary Public Signature

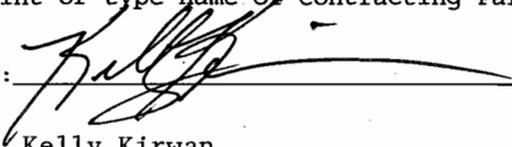
Commission Expires: 4-4-2012



CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Motorola, Inc.
Print or type name of Contracting Party

By: 

Kelly Kirwan

Print or type name of person signing

Vice President Government & Commercial Markets - Americas

Print or type title of person signing

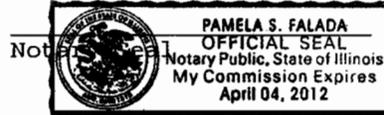
3-12-2009

Date

Signed and sworn to before me this 12th day of March, 2009

Pamela S. Falada
Notary Public Signature

Commission Expires: 4-4-2012



EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date : _____

Subscribed and Sworn to

before me this ____ day

of _____, 200__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FEIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:
PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

- * REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.
- ** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
- *** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

ADDENDUM TO COOK COUNTY CONTRACT NO. 09-41-43

THIS ADDENDUM, WHEN SIGNED BY AN AUTHORIZED MOTOROLA, INC. (“MOTOROLA”) REPRESENTATIVE, SHALL BE BINDING UPON MOTOROLA AND IS INTENDED TO AND SHALL MODIFY THE CONTRACT DOCUMENTS WHICH WERE PREVIOUSLY EXECUTED BY MOTOROLA AND SHALL BE INCORPORATED INTO AND MADE A PART OF THE CONTRACT DOCUMENTS COMPRISING MOTOROLA’S OFFER TO CONTRACT WITH THE COUNTY OF COOK WHICH IS SUBMITTED TO THE COOK COUNTY BOARD OF COMMISSIONERS FOR ITS EXECUTION CONSIDERATION.

1. Modifications to two-page document entitled “Contract for Service Part I Agreement”

(A) Section II, Contract Period

The content of this section is deleted in its entirety and is replaced by the following:

“This Contract shall be in effect from December 1, 2008 through November 30, 2011.”

(B) Section III, Payment

The first sentence is deleted in its entirety and is replaced by the following:

“All charges shall not exceed the amount of \$4,953,842.13 and shall be paid in twelve equal quarterly installments, each not to exceed \$412,820.15.” County shall pay each invoice within forty-five (45) days of the invoice date.

(C) Section IV, General Conditions

This section is deleted in its entirety and is replaced by the following:

“IV. Contract Documents and Order of Precedence

This Contract incorporates the following documents:

- (1) Part I;
- (2) General Conditions Supply/Service Sole Source;
- (3) Exhibit A, Board Authorization letter;
- (4) Description of Services and Statement of Work (includes “Pricing Summary”);
- (5) Motorola Service Agreement Terms and Conditions;
- (6) Addendum to Cook County Contract No. 09-41-43.

(D) Section V, Exhibits

This section is deleted in its entirety.

RECEIVED
OFFICE OF THE
PURCHASING AGENT
09 MAY 14 AM 10:17

2. **Modifications to General Conditions Supply/Service Sole Source**

(A) **GC-05, Indemnification**

This section is deleted in its entirety and is replaced with the following:

“Contractor shall indemnify the County, and its commissioners, officials, employees, agents and representatives and their respective heirs, successors and assigns from and against any third party claims arising from the negligent acts and negligent omissions of Contractor, its subcontractors and their employees and agents in performing duties under this Contract. This indemnity shall not apply to the acts and omissions (negligent or otherwise) of the County or other parties. Except in case of personal injury or death, Contractor will be responsible for direct and not “indirect” damages.”

(B) **GC-07, Prepaid Fees**

This section is modified to replace “fourteen (14)” with “thirty (30)”.

(C) **GC-09, Price Reduction**

This section is deleted in its entirety.

(D) **GC-11, Disputes**

The seventh sentence of this section (beginning with the words “However, unless a notice is issued...” and ending with the words “...of a dispute”) is deleted in its entirety and is replaced by the following:

“However, Contractor reserves the right to file any action prior to the issuance of the Purchasing Agent’s decision if necessary to preserve its legal claim.”

(E) **GC-12, Default**

This section is modified to: 1) replace “ten (10)” with “thirty (30)”; and 2) replace “ninety (90)” with “thirty (30)”.

(F) **GC-13, County’s Remedies**

This section is modified to replace “ten (10)” with “thirty (30)”.

(G) **GC-14, Contractor’s Remedies**

This section is modified to replace “ninety (90)” with “thirty (30)”.

(H) **GC-15, Delays**

This section is modified to add the following after the word “Contract”:

“unless such delay or hindrance is caused by the gross, wanton or deliberate negligence of the County.”

(I) GC-17, Patents, Copyrights and Licenses

This section is deleted in its entirety and is replaced with the following:

All software provided by Motorola pursuant to this Contract shall be subject to Motorola’s Software License Agreement entered into between the parties. Motorola will defend at its expense any suit brought against the County to the extent that it is based on an Infringement Claim; and Motorola will indemnify the County for those costs and damages finally awarded against the County for an Infringement Claim. Motorola’s duties to defend and indemnify are conditioned upon: (i) the County promptly notifying Motorola in writing of such Infringement Claim; (ii) Motorola having sole control of the defense of such suit and all negotiations for its settlement and compromise; (iii) the county providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense procure for the County the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant the County a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola’s design or formula; (iv) a modification of the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

(J) GC-18, Compliance with Laws

The first sentence of this section is modified to replace “may in any manner affect the performance of the Contract” with “are directly applicable to its performance of services under the Contract”.

(K) GC-23, Use of County Premises and Resources

This section is deleted in its entirety.

(L) GC-25, Termination for Convenience

This section is modified to add the following:

“County shall not have the right to terminate for convenience if Contractor has given the County a notice of default and such default has not been cured.”

(M) GC-26, Guarantees and Warranties

The first paragraph of this Section is deleted in its entirety and is replaced with the following:

“Contractor warrants that its services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed. In the event of a breach of this warranty, County’s sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.”

(N) GC-27, Standard of Deliverables

This section is deleted in its entirety and is replaced with the following:

“Consistent with Contractor’s commercial practices, some parts, modules, and components used in the manufacturing process may be used or contain used or reconditioned materials. Contractor warrants that any end products, and any parts, modules, and components contained in these products will perform as if new, and Contractor will replace any defective materials or parts, whether new or used, within the applicable stated warranty period. No parts, modules, or components shall be of an age or condition as to impair their performance, usefulness and safety.”

(O) GC-31, Confidentiality and Ownership of Documents

This section is deleted in its entirety and is replaced with the following:

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to County under this Contract will remain Contractor’s property, will be deemed proprietary, will be kept confidential, and will promptly be returned at Contractor’s request.

Any information or data in whatever form disclosed in any manner at any time by County to Contractor under this Contract will remain County’s property, will be deemed proprietary, will be kept confidential, and will promptly be returned at County’s request.

Neither party shall disclose, without the other’s written permission or as required by law, any confidential information of the other party to any person or use confidential information of the other party for any purpose other than in performing its obligations under this Contract.

This Contract does not grant directly or by implication, estoppels, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property created as a result of or related to the Equipment sold or Services performed under this Contract.

(P) GC-32, Audit; Examination of Records

This section is deleted in its entirety and is replaced with the following:

County shall have the right to inspect certain of Contractor's books and records for the purpose of verifying performance in accordance with the terms of the Contract. The County's inspection shall be limited to the verification of shipment to invoice quantities and shipment receipts. After the County provides thirty (30) days written notice, the County may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at the County's request Contractor shall provide copies of the specific documents to the County's location for its review. Contractor books and records provided to the County pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written consent of Contractor. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, not will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to itself.

(Q) GC-33, Governing Law

The second sentence of this section is modified to delete the following:

“, subject to the County's sole and absolute election to the contrary,”.

(R) GC-36, Force Majeure

The second sentence of this section is modified as follows:

The words: “include but not” are inserted between “shall” and “be”.

3. Modifications To 18-Page Document Entitled “Description of Services and Statement of Work”

(A) Section 11.31 (located at page 14 of 22)

This section is deleted in its entirety.

4. Modifications to 4-Page Document Entitled “Motorola Service Agreement Terms and Conditions”

(A) Untitled Lead Paragraph

The lead paragraph, which begins with the words: “The following section...” and ends with the words: “for the new contract” is deleted in its entirety.

(B) Section 1, Applicability

This section is deleted in its entirety.

(C) Section 2, Definitions and Interpretation

This section is modified to delete everything but the last two sentences (defining “Equipment” and “Services”)

(D) Section 3, Acceptance

This section is deleted in its entirety.

(E) Section 4, Scope of Services

Subsection 4.1 is deleted in its entirety.

(F) Section 6, Time and Place of Service

The last sentence of this section is deleted in its entirety and replaced with the following:

“Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or unusual access requirements; Motorola shall not incur such charges on behalf of the County unless the County authorizes them in advance.”

(G) Section 8, Payment

This section is deleted in its entirety.

(H) Section 10, Default/Termination

This section is deleted in its entirety.

(I) Section 11, Limitation of Liability

(i) The second sentence of this section is modified to delete: “the price of the previous twelve (12) months of service provided under this Agreement” and replace with: “the price of the Services provided under this Contract 09-41-43, less any unpaid amounts.”

(ii) The next-to-last sentence of this section is modified to replace “one (1)” with “five (5)”.

(J) Section 12, Exclusive Terms and Conditions

This section is deleted in its entirety.

(K) Section 13, Proprietary Information; Confidentiality; Intellectual Property

This section is deleted in its entirety.

(L) **Section 16, Materials, Tools and Equipment**

The second sentence of this section is deleted in its entirety and is replaced with the following:

“Customer will reasonably safeguard all such property while it is in Customer’s custody and control, be liable for any loss or damage to such property to the extent such loss or damage is caused by Customer’s negligence, and return it to Motorola upon request.”

(M) **Section 17, General Terms**

This section is deleted in its entirety.

5. **Modifications to One-Page Letter Dated March 11, 2009**

This letter is deleted in its entirety.

6. **Modifications to Nine-Page Document Entitled “Motorola’s Response To The Contract for Service, Maintenance, Radio Systems for the Cook County Sheriff...”**

This document is deleted in its entirety.

IT IS EXPRESSLY AGREED THAT THE MODIFICATIONS CONTAINED HEREIN ARE A COMPLETE DECLARATION OF ALL MODIFICATIONS TO THE CONTRACT AND SHALL SUPERSEDE THE CONTRACT TO THE EXTENT OF THE MODIFICATIONS.

THIS ADDENDUM MODIFYING COOK COUNTY CONTRACT NO. 09-41-43 IS EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF MOTOROLA.

MOTOROLA, INC.

BY: (NAME AND TITLE)

DATE

5/13/2009

EXECUTION BY A CORPORATION

(Section 8)

09-41-43

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number ~~OMP-08-84-2232~~ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Motorola, Inc.

BUSINESS ADDRESS: 1301 E. Algonquin Road, Schaumburg, IL 60196

BUSINESS TELEPHONE: 847-576-0916 FAX NUMBER: 847-538-6020

CONTACT PERSON: Chris Chisnell

FEIN: 36-1115800 *IL CORPORATE FILE NUMBER: 5023859

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
PERMANENT INDEX NUMBER(S): See attached list - Sheet 1

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Greg Brown VICE PRESIDENT: Eugene Delaney and Mark Moon

SECRETARY: Peter Lawson TREASURER: Ed Fitzpatrick

***SIGNATURE OF PRESIDENT: X [Signature]
Kelly Kirwan, VicePresident

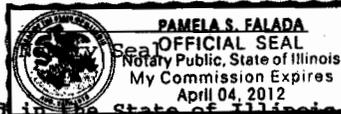
ATTEST: X [Signature] (CORPORATE SECRETARY)

Christine Perochena

Subscribed and Sworn to before me this 12th day
of March, 2009.

My commission expires:

X [Signature]
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.

** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

*** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

MOTOROLA, INC.
COOK COUNTY REAL ESTATE TAX PARCELS
1-Nov-07

VOLUME	PERMANENT REAL ESTATE INDEX NUMBER	TOWN NO.
126	10-29-303-023	24011
150	02-34-300-068	29045
150	02-34-400-009	29045
150	02-34-400-015	29045
187	07-01-100-003	35011
187	07-02-201-008	35011
187	07-11-201-016	35011
187	07-12-100-008	35011
187	07-12-100-010	35011
231	03-07-100-005	38016
231	03-07-100-006	38016
231	03-07-100-007	38016
231	03-07-100-015	38016

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. Pursuant to the Unanimous Written Consent of the Board of Directors of the Company, the following resolution was duly adopted, effective September 10, 2008, has not been amended, and is in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Senior Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

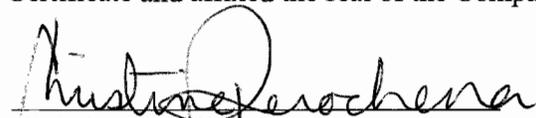
(2) amounts in excess of \$50 million.

The officers named above are authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

<u>Name</u>	<u>Title</u>
Mark F. Moon	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 12th day of March, 2009.


Christine Perochena
Assistant Secretary

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. Pursuant to the Unanimous Written Consent of the Board of Directors of the Company, the following resolution was duly adopted, effective September 10, 2008, has not been amended, and is in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Senior Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

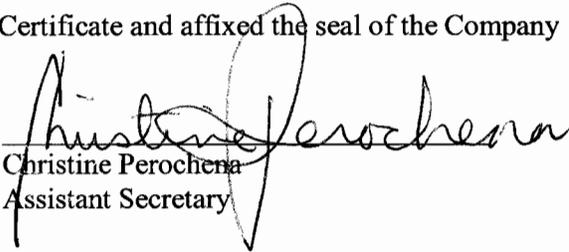
(2) amounts in excess of \$50 million.

The officers named above are authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

<u>Name</u>	<u>Title</u>
Mark F. Moon	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 12th day of March, 2009.


Christine Perochena
Assistant Secretary

CERTIFICATE OF ASSISTANT SECRETARY
MOTOROLA, INC.

The undersigned certifies that he or she is a duly appointed Assistant Secretary of Motorola, Inc. (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, and that, as such, he or she is authorized to execute this Certificate on behalf of the Company, and further certifies that:

1. Pursuant to the Unanimous Written Consent of the Board of Directors of the Company, the following resolution was duly adopted, effective September 10, 2008, has not been amended, and is in full force and effect on the date hereof:

RESOLVED, that all Senior Vice Presidents be, and each one of them is, authorized to sign and execute all agreements, contracts, bids, proposals, deeds, assignments, powers of attorney, performance guarantees, performance guarantee undertakings, instruments, documents, claims, including claims against the United States, and certifications of such claims, in the ordinary course of business of the Company and related to his or her work as a Senior Vice President of one of the Company's businesses, groups or corporate departments, all of which are collectively referred to as "Documents", provided that this authority does not extend to:

(1) documents related to: (i) acquisitions, divestures, joint ventures and equity investments, (ii) supply chain procurement arrangements, (Senior Vice Presidents in the Global Supply Chain Organization have authority for supply chain procurement arrangements in a specific Board resolution), (iii) outsourcing arrangements, (iv) customer financing extending more than 364 days, (v) capital expenditures, (vi) lease commitments, (vii) agreements and compensatory arrangements applicable to Motorola Appointed Vice Presidents and above, (viii) financial guarantees, financial surety agreements and financial guarantee undertakings, (ix) opening bank accounts, (x) establishing borrowing relationships on behalf of the Company, and (xi) voting or otherwise dealing with securities owned by the Company; and

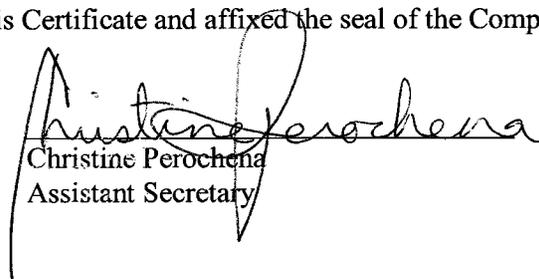
(2) amounts in excess of \$50 million.

The officers named above are authorized to delegate this authority in writing to others.

2. The following person is a duly qualified and acting officer of the Company and has been duly elected to the office set forth opposite his or her name:

<u>Name</u>	<u>Title</u>
Mark F. Moon	Senior Vice President

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company as of this 12th day of March, 2009.


Christine Perochena
Assistant Secretary

Directors/Officers/Contracting Authority

Board of Director (or Managers)

Gregory Q. Brown
David W. Dorman, Chairman
William R. Hambrecht
Dr. Sanjay K. Jha
Judy C. Lewent
Keith Meister
Thomas J. Meredith
Nicholas Negroponte
Samuel C. Scott III
Ron Sommer
James R. Stengel
Anthony J. Vinciguerra
Douglas A. Warner III
Dr. John A. White
Miles D. White

Board Committees

AUDIT AND LEGAL COMMITTEE

Keith Meister
Ron Sommer
Anthony J. Vinciguerra
John A. White (Chair)

COMPENSATION AND LEADERSHIP COMMITTEE

William Hambrecht
Judy Lewent
Samuel C. Scott (Chair)
James R. Stengel

EXECUTIVE COMMITTEE

Gregory Q. Brown (Chair)
David W. Dorman
Judy C. Lewent
Samuel C. Scott III
Douglas A. Warner III
John A. White

FINANCE COMMITTEE

David Dorman
Judy C. Lewent (Chair)
Thomas J. Meredith
Douglas A. Warner III

GOVERNANCE AND NOMINATING COMMITTEE

David Dorman
Nicholas Negroponte
Douglas A. Warner III (Chair)
Miles D. White

Elected Officers

Executive Officers

GREGORY Q. BROWN - Co-Chief Executive Officer, Motorola, Inc., and Chief Executive Officer Broadband Mobility Solutions Businesses
DR. SANJAY K. JHA - Co-Chief Executive Officer, Motorola, Inc., and Chief Executive Officer Mobile Devices Business
A. PETER LAWSON - Executive Vice President, Law, General Counsel and Secretary to the Board
PAUL J. LISKA - Executive Vice President and Chief Financial Officer
DANIEL M. MOLONEY - Executive Vice President, President, Home and Networks Mobility Business

Senior Vice Presidents

BRUCE BRDA - Senior Vice President, General Manager, Worldwide Sales, Mobile Devices Business
JOHN BURKE - Senior Vice President, Broadband Home Solutions General Manager, Home and Networks Mobility Business
JOHN CIPOLLA - Senior Vice President, Consumer Products, Mobile Devices Business
DANIEL J. COOMBES - Senior Vice President, WiMAX Engineering and Advanced Technology Development, Home and Networks Mobility Business
EUGENE A. DELANEY - Senior Vice President, President, Government and Public Safety, Enterprise Mobility Solutions Business
BOB EPSOM - Senior Vice President, Global Engineering, Government and Public Safety, Enterprise Mobility Solutions Business
LESLIE JONES - Senior Vice President, Information Technology, Chief Information Officer
GREG LEE - Senior Vice President, Human Resources
SIMON LEUNG - Senior Vice President, Asia Pacific Go-to-Market, Home and Networks Mobility Business
JONATHAN MEYER - Senior Vice President, Law, Intellectual Property, Corporate
LAURIE MEISSNER - Senior Vice President, Finance, Chief Accounting Officer
MARK MOON - Senior Vice President, Government and Commercial Markets Americas, ASTRO Product Management, Chairman of Vertex Standard Joint Venture, Government and Public Safety, Enterprise Mobility Solutions Business
REY MORE' - Senior Vice President, Quality, Mobile Devices Business
ALAIN MUTRICY - Senior Vice President, Platform and Technology, Mobile Devices Business
KATHY PALADINO - Senior Vice President, President, Enterprise Mobility, Enterprise

Mobility Solutions Business

BOB PEREZ - Senior Vice President, Integrated Supply Chain

LARRY R. RAYMOND - Senior Vice President, Finance, Acting Treasurer

GEOFF ROMAN - Senior Vice President, Strategy, Technology, and Business Development, Home and Networks Mobility Business

MARC E. ROTHMAN - Senior Vice President and Chief Financial Officer, Mobile Devices Business

ROB SHADDOCK - Senior Vice President, Consumer Products, Mobile Devices Business

BRUCE M. STONE - Senior Vice President, Cellular Networks Engineering, Home and Networks Mobility Business

KAREN TANDY - Senior Vice President, Public Affairs and Communications

FRED WRIGHT - Senior Vice President, Cellular Networks General Manager, Home and Networks Mobility Business

ELISHA YANAY - Senior Vice President, Israel, Government and Public Safety, Enterprise Mobility Solutions Business

Corporate Vice Presidents

HAMID AHMADI - Senior Fellow, Strategy and Technology, Technical Architecture and Solutions (Corporate Vice President)

MICHAEL D. ANNES - Corporate Vice President, Law, Integrated Supply Chain

BILL BONI - Corporate Vice President, Information Technology, Motorola Information Protection and Security (MIPS)

DAVID BORTH - Corporate Vice President, CTO, Advanced Technology, Standards and Common Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

ROBERTO CABANELAS - Corporate Vice President, Human Resources, Integrated Supply Chain, Latin America

MICHELE (SHELLY) A. CARLIN - Corporate Vice President, Human Resources, Global Rewards

IAN CHAPMAN-BANKS - Corporate Vice President, General Manager, Asia Go to Market, Mobile Devices Business

CHERYLN CHIN - Corporate Vice President, Multimedia Extreme Products Applications and Services, Mobile Devices Business

EDUARDO CONRADO - Corporate Vice President, Marketing and Communications, Home and Networks Mobility Business

JOE COZZOLINO - Corporate Vice President, EMEA Go to Market, Home and Networks Mobility Business

JEREMY DALE - Corporate Vice President, Marketing, Mobile Devices Business

CAREY DASSATTI - Corporate Vice President, Human Resources, Mobile Devices Business

TOM DAVIS - Corporate Vice President, Finance, Chief Economist and Strategic Transactions, Corporate

TODD DeYOUNG - Corporate Vice President, Strategy and Applications - Services,

Mobile Devices Business

JENNIFER FISHER - Corporate Vice President, Human Resources, Corporate Departments

EDWARD FITZPATRICK - Corporate Vice President, Finance, Home and Networks Mobility Business

MICHAEL FLEMING - Corporate Vice President, Integrated Supply Chain, New Product Introduction and ISC Engineering

CAROL FORSYTE - Corporate Vice President, Law, Securities, Corporate

MS GAY - Corporate Vice President, Integrated Supply Chain, Quality

JOHN GHERGHETTA - Corporate Vice President, General Manager EMEA Go to Market, Mobile Devices Business

JILL GOLDY - Corporate Vice President, Law, Labor, Employment, Ethics and Compliance, Corporate

GARY GRUBE - Senior Fellow, Government and Public Safety, Enterprise Mobility Solutions Business [Corporate Vice President]

MIKE GUGGEMOS - Corporate Vice President, Information Technology, Infrastructure, Corporate

DENISE HAYLOR - Corporate Vice President, Human Resources, Home and Networks Mobility Business

ED HUGHES - Corporate Vice President, Finance, Government and Public Safety, Enterprise Mobility Solutions Business

ROGER JELICOE - Corporate Vice President, Engineering, Mobile Devices Business

RUEY BIN KAO - Corporate Vice President, General Manager Greater China Go to Market, Home and Networks Mobility Business

FREDERICK KITSON - Corporate Vice President, Applied Research and Technology Center, Home and Network Mobility Business

CATHIE KOZIK - Corporate Vice President, Information Technology, Mobile Devices Business and Integrated Supply Chain

TRACEY KOZIOL - Corporate Vice President, Feature Phones, Mobile Devices Business

STEVE LALLA - Corporate Vice President, Mass Market, Mobile Devices Business

ALAN LEFKOF - Corporate Vice President, General Manager Broadband Solutions Group, Home and Networks Mobility Business

HENRY LEWINSOHN - Corporate Vice President, Integrated Supply Chain, G.M. Task Force

DEAN LINDROTH - Corporate Vice President, Finance, Investor Relations

ROB McLAUGHLIN - Corporate Vice President, Americas Go-to-Market, Home and Networks Mobility Business

DOUGLAS MEANS - Corporate Vice President, General Manager, IP Video Solutions, Home and Networks Mobility Business

BORIS METLITSKY - Corporate Vice President, EMPO, Enterprise Mobility, Enterprise Mobility Solutions Business

SCOTT OFFER - Corporate Vice President, Law, Mobile Devices Business

DENNIS OLIS - Corporate Vice President, Finance, Products Mobile Devices Business

CHRIS OUMET - Corporate Vice President, Human Resources, Enterprise Mobility Solutions Business

SUDHAKAR RAMAKRISHNA - Corporate Vice President, Software Solutions, Home and Networks Mobility Business

G. BICKLEY (BICK) REMMEY, III - Corporate Vice President, North America Cable and Telco Sales, Home and Networks Mobility Business

JANET RILEY - Corporate Vice President, Finance, Global Tax, Corporate

BERNIE SCHAEFFER - Corporate Vice President, Integrated Supply Chain, Global Repair

BOB SCHASSLER - Corporate Vice President, Radio Products and Solutions

Organization, Government and Public Safety, Enterprise Mobility Solutions Business

GEORGE SELBY - Corporate Vice President, Law, Litigation

MARK SHOCKLEY - Corporate Vice President, General Manager North America Go To Market , Mobile Devices Business

GEORGE SIMMONS - Corporate Vice President, General Manager Access Networks, Home and Networks Mobility Business

RALPH SMITH - Corporate Vice President, Finance, Business Development, Corporate

RAY SOKOLA - Corporate Vice President, Technology, Home and Networks Mobility Business

KYLE SPAINHOUR - Corporate Vice President, Finance, Corporate Financial Planning and Analysis and Functions Finance

TOM STACK - Corporate Vice President, Global Sales Operations, Mobile Devices Business

JUERGEN STARK - Corporate Vice President, Productivity, Mobile Devices Business

LEWIS STEVERSON - Corporate Vice President, Law, Enterprise Mobility Solutions Business and Home and Networks Mobility Business

GARY TATJE - Corporate Vice President, Finance, Motorola Customer Financial Services

E. L. TAY - Corporate Vice President, Integrated Supply Chain, Asia

CARL THIELK - Corporate Vice President, Integrated Supply Chain, Americas

ENRIQUE USSHER - Corporate Vice President, General Manager Latin America Go To Market , Mobile Devices Business

TERI VALENTINE - Corporate Vice President, Finance, Audit Services

RICH VALIN - Corporate Vice President, Finance, Finance and Chief Procurement Officer

GARY WEISS - Corporate Vice President, Mechanical Engineering, Mobile Devices Business

JIM WELCH - Corporate Vice President, North America Sales, Government and Public Safety, Enterprise Mobility Solutions Business

CHAR WHITAKER - Corporate Vice President, Law, Intellectual Property Transactions, Corporate

WAYNE WHITE - Corporate Vice President, General Manager Companion Products, Mobile Devices Business

JIM WICKS - Corporate Vice President, Consumer Experience Design, Mobile Devices Business

Appointed Officers

Vice Presidents

VICE PRESIDENTS of businesses, and Corporate Staff. Appointed by the Responsible Executive Vice President: (Please verify exact title with the officer)

DAN ADERHOLD - Vice President, Sales, Verizon Wireless Sales and Operations, Home and Networks Mobility Business

IMRAN AKBAR - Vice President, Converged Enterprise Communications, Enterprise Mobility, Enterprise Mobility Solutions Business

MOHAMMAD AKHTAR - Vice President, Global Product Management GSM/UMTS PdM, Home and Networks Mobility Business

BILL ALBERTH - Fellow, Advanced Technology, Mobile Devices Business(Appointed Vice President)

PETER ALOUMANIS - Vice President, iDEN Product Development, Mobile Devices Business

ELIZABETH ALTMAN - Vice President, Consumer Products Strategy and Business Development, Mobile Devices Business

ALI AMER - Vice President, Sales MEA, Home and Networks Mobility Business

WILLIAM ANAYA - Vice President, Government Relations, Global Government Affairs, Public Affairs and Communications

GUSTAVO ANTONETTI - Vice President, Sales and General Manager Mexico, Mobile Devices Business

IQBAL ARSHAD - Vice President, Product Development Europe and UIQ Products, Mobile Devices Business

HENRIK ASBJORN - Vice President, Channels and Growth EMEA, Government and Public Safety, Enterprise Mobility Solutions Business

EDWARD BARKAN - Fellow, Technology, Enterprise Mobility, Enterprise Mobility Solutions Business (Appointed Vice President)

PETER BARKER - Vice President, Operations, Good Technology Group, Enterprise Mobility, Enterprise Mobility Solutions Business

ROBERT BEACH - Fellow, Technology, Enterprise Mobility, Enterprise Mobility Solutions Business (Appointed Vice President)

PHIL BOLT - Vice President, Wireless Broadband Business, Government and Public Safety, Enterprise Mobility Solutions Business

GINO BONANOTTE - Vice President, Finance, North America, Government and Public Safety, Enterprise Mobility Solutions Business

JODI HANSON BOND - Vice President, Growth Countries and Emerging Markets, Global Government Affairs, Public Affairs and Communications

AIDAN BRADY - Vice President, Engineering, Enterprise Mobility, Enterprise Mobility Solutions Business

JIM BRENNAN - Vice President, Integrated Supply Chain, Home and Networks Mobility

NEIL BRISKMAN - Vice President, Global Pricing, Mobile Devices Business

ERIC BROOKS - Vice President, Global Subscriber ASTRO Platform Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

BOHDAN BULAWKA - Vice President, Government Relations, Global Government Affairs, Public Affairs and Communications

STEVE BUNCH - Vice President, Technical Staff, Mobile Devices Business
SERGIO BUNIAC - Vice President, Sales and General Manager Brazil, Mobile Devices Business
DENNIS BURKE - Vice President, Sales T Mobile, Mobile Devices Business
JAMES BURKE - Vice President, Sales Orange, Mobile Devices Business
BOB CASH - Vice President, Integrated Supply Chain, Procurement, Semiconductor Category Lead and Outsourcing Procurement
BOB CHEN - Vice President, MCD, Enterprise Mobility, Enterprise Mobility Solutions Business
FC CHOW - Vice President, Integrated Supply Chain, Global Operations, Tianjin Site Lead
CHRIS CLARK - Vice President, Integrated Supply Chain, Government and Public Safety
KEVIN COLE - Vice President, Device Technology, Mobile Devices Business
TOM COLLINS - Vice President, Global Services, Enterprise Mobility, Enterprise Mobility Solutions Business
PAT CONTE - Vice President, Finance, Enterprise Mobility, Enterprise Mobility Solutions Business
JIM COSCO - Vice President, Quality, Home and Networks Mobility Business
DEBORA COURTRIGHT - Vice President, Government Projects Team, Government and Public Safety, Enterprise Mobility Solutions Business
KIRK DAILEY - Vice President, Intellectual Property, Mobile Devices Business
MALCOLM DAWE - Vice President, Strategy and Business Development Go to Market, Mobile Devices Business
NICOLAS DEMASSIEUX - Fellow, Strategy and Technology, Labs Europe [Appointed Vice President]
MARK DePIETRO - Vice President, Video Access, Home and Networks Mobility Business
MARIO DERANGO - Fellow, Chief Architect, Government and Public Safety, Enterprise Mobility Solutions Business (Appointed Vice President)
CH DOBAL - Vice President, Law, Regional Leader, Latin America Region
KATHLEEN FINATO - Vice President, Sales AUMC, Mobile Devices Business
RICK GADD - Vice President, Sales Sprint, Mobile Devices Business
RICH GALITZ - Vice President, Business Development, Government and Public Safety, Enterprise Mobility Solutions Business
MELISSA GARDNER - Vice President, Product Marketing, Mobile Devices Business
RALF GERBERSHAGEN - Vice President, T Mobile and Country Manager Germany, Austria, Benelux, Switzerland, Mobile Devices Business
PHIL GILCHRIST - Vice President, Global Product Management Companion Products, Mobile Devices Business
TOM GLEASON - Vice President, Sales Americas, Enterprise Mobility, Enterprise Mobility Solutions Business
DAVID GRUBB - Vice President, Business Development, Home and Networks Mobility Business
SUJAI HAJELA - Vice President, WID, RFID, Enterprise Mobility, Enterprise Mobility Solutions Business

KEN HALLMAN - Vice President, Product Development Verizon and ROW Carriers, Mobile Devices Business

DOUG HANSON - Vice President, Standards, Government and Public Safety, Enterprise Mobility Solutions Business

KEITH HARTSFIELD - Vice President, Portfolio and Product Marketing, Consumer Products, Mobile Devices Business

JOE HARTSIG - Vice President, Sales Vodafone, Mobile Devices Business

MICHELLE HAWKINS - Vice President, Integrated Supply Chain, Indirect Procurement North and Telefonica, Mobile Devices Business

BRENDA HEROLD - Vice President, GSM/UMTS Engineering, Home and Networks Mobility Business

MIKE HORTIE - Vice President, Sales Canada, Mobile Devices Business

JIAN-CHENG HUANG - Fellow, China Labs, Mobile Devices Business [Appointed Vice President]

BOB HUBBERTS - Vice President, Finance, North America, Home and Networks Mobility Business

VIDA ILDEREM - Vice President, Strategy and Technology, Embedded Systems and Physical Sciences

RALPH KAMIN - Vice President, Engineering, Wideband Base Transceiver Systems, Home and Networks Mobility Business

MARC KAUFFMAN - Vice President, STB Engineering, Home and Networks Mobility Business

KEVIN KEEFE - Vice President, Marketing, Access Networks Business, Home and Networks Mobility Business

KEITH KELLEY - Vice President, Market Development, Home and Networks Mobility Business

ANNE KENT - Vice President Sales France Telecom and Orange, Mobile Devices Business

KELLY KIRWAN - Vice President, North America, Focus Account Sales Team, Government and Public Safety, Enterprise Mobility Solutions Business

TONY KOBRINETZ - Vice President, WiMAX Infrastructure, Home and Networks Mobility Business

GARY KOERPER - Vice President, Systems Architecture and Reference Design, Mobile Devices Business

MIKE KOTZIN - Vice President, Law, Engineering, Technical Staff

TED KOZLOWSKI - Vice President, Professional Commercial Radio Engineering, Government and Public Safety, Enterprise Mobility Solutions Business

JAY KREBS - Vice President, WiMAX Systems Engineering Architecture, Home and Networks Mobility Business

JENS KRISTIANSEN - Vice President, TETRA Engineering and Solutions, Government and Public Safety, Enterprise Mobility Solutions Business

MARK KROH - Vice President, Alternate Channel Partner Sales, Government and Public Safety, Enterprise Mobility Solutions Business

MICHAEL KRUTZ - Vice President, IMS Development and IP Core Engineering, Home and Networks Mobility Business

WALTER KWIAK - Vice President, Finance, Tax, Asia, Corporate

KEVIN LAU - Vice President, Sales China Retail, Mobile Devices Business
PETER LEAV - Vice President, Sales Americas, Enterprise Mobility, Enterprise Mobility Solutions Business
C.P. LEE - Vice President, Human Resources, Asia Pacific Region
H.K. LEE - Vice President, Design Engineering, Home and Networks Mobility Business
KS LEE - Vice President, Integrated Supply Chain, Procurement, Mechanical Category Leader
STEVE LEGOFF - Vice President, Mobile Computing Program Management, Enterprise Mobility, Enterprise Mobility Solutions Business
JOHN LOMBARDI - Vice President Sales Verizon, Mobile Devices Business
JEFF LUTZ - Vice President, Integrated Supply Chain, Mobile Devices New Product Introduction
DARREN MARINO - Vice President, Business Development, Home and Networks Mobility Business
KELLY MARK - Vice President, Chief Executive Office, Chief of Staff
ALAN MATHESON - Vice President, Global Test, Quality and Operations, Mobile Devices Business
IAN McCULLAGH - Vice President, Finance, EMEA
DARREN McQUEEN - Vice President, CDMA and Core PdM, Home and Networks Mobility Business
JIM MEARS - Vice President, General Manager, US Federal Government Market Division, Government and Public Safety, Enterprise Mobility Solutions Business
NAVIN MEHTA - Vice President, Applications and Mobile TV, Home and Networks Mobility Business
JANN MELLMAN - Vice President, Finance, Business Integrations
JAMES MICHEL - Vice President, Sales United Kingdom and Ireland, Mobile Devices Business
JEFF MILLER - Vice President, Sales AT&T, Mobile Devices Business
ANDREW MORLEY - Vice President, Marketing, EMEA Mobile Devices Business
MORRIS MOORE - Vice President, Embedded Systems and Physical Sciences, Home and Networks Mobility Business
PAUL MORONEY - Fellow, Technology, Home and Networks Mobility Business [Appointed Vice President]
MIKE MULLER - Vice President, Asia Pacific Sales, Enterprise Mobility, Enterprise Mobility Solutions Business
PATRICK MULLIGAN - Vice President, Sales Middle East and Africa, Mobile Devices Business
JOE MURPHY - Vice President, Human Resources, Global Security and Loss Prevention
RICK NEAL - Vice President, Strategy and Business Development, Government and Public Safety, Enterprise Mobility Solutions Business
STEPHAN NOLAN - Vice President, EMEA Regional Sales, Mobile Devices Business
ROBERT O'DEA - Fellow, ARTC, Home and Networks Mobility [Appointed Vice President]
SHINJI OGURA - Vice President, Country Management, Japan, Home and Networks Mobility Business
MICHAEL ONYSTOK - Vice President, Global Quality, Chief Quality Officer,

Government and Public Safety, Enterprise Mobility Solutions Business
LINAS ORENTAS - Vice President, Human Resources, Executive and North American Rewards
RICK OSTERLOH - Vice President, Emerging Communications, Mobile Devices Business
SIMON PAINE - Vice President, Finance, Asia
DANIEL PAPALIA - Vice President, Sales Retail, Distributors, and MVNO, Mobile Devices Business
WILLIAM PAYNE - Vice President, Networks Advanced Technologies, Home and Networks Mobility Business
MIKE PELLON - Vice President, Standards, Home and Networks Mobility
NICKIE PETRATOS - Vice President, Professional Commercial Radio and Subscriber Accessories Engineering, Government and Public Safety, Enterprise Mobility Solutions Business
TECK MOH PHEY - Vice President, General Manager Asia Pacific, Government and Public Safety, Enterprise Mobility Solutions Business
GARY PICARD - Vice President, Engineering, Home and Networks Mobility Business
RICHARD PITCEATHLY - Vice President, Law, Region Leader, EMEA
ERIC PRADIER - Vice President, Networks Services EMEA, Home and Networks Mobility Business
MIKE POLDINO - Vice President, ADC and RFID Product Marketing, Enterprise Mobility, Enterprise Mobility Solutions Business
CLINT QUANSTROM - Vice President, Strategy and Business Development, Government and Public Safety, Enterprise Mobility Solutions Business
AL QUINN - Vice President, ADC and RFID Engineering, Enterprise Mobility, Enterprise Mobility Solutions Business
CHUCK RAUCH - Vice President, ASTRO Solutions Engineering, Government and Public Safety, Enterprise Mobility Solutions Business
BJORN REKTORLI - Vice President, Finance, Integrated Supply Chain, Global Manufacturing
GIRISH RISHI - Vice President, Applications and Content Solutions Organization, Government and Public Safety, Enterprise Mobility Solutions Business
JANET ROBINSON - Vice President, Integrated Supply Chain, Procurement, Electrical Category Leader
LARRY ROBINSON - Vice President, STB Product Marketing, Home and Networks Mobility Business
TROY ROESSLEIN - Vice President, Integrated Supply Chain, Strategy and Business Operations
MARTY ROGERS - Vice President, Human Resources, Integrated Supply Chain
OSCAR ROJAS - Vice President, Latin America and Caribbean Operations, Government and Public Safety, Enterprise Mobility Solutions Business
RALPH ROSA - Vice President, Mobile Computing Engineering, Enterprise Mobility, Enterprise Mobility Solutions Business
NORMAN ROSS - Vice President, Human Resources, Europe, Middle East, and Africa Region
ANDY ROZYLOWICZ - Vice President, Software Development, Government and

Public Safety, Enterprise Mobility Solutions Business
RASH SAHOTA - Vice President, Converged Multitmedia Products and Platforms, Mobile Devices Business
BOB SANDERS - Vice President, ADC, RFD, Enterprise Mobility, Enterprise Mobility Solutions Business
MASSIMO SANGIOVANNI - Vice President, EMEA Marketing Business to Business, Home and Networks Mobility Business
JANET SCHIJNS - Vice President, Worldwide Channel Sales, Enterprise Mobility, Enterprise Mobility Solutions Business
CHEENU SESHADRI - Vice President, Strategy and Business Intelligence, Mobile Devices Business
MEENAL SETHNA - Vice President, Finance, Controller, Government and Public Safety
SHEETAL SHAH - Vice President, Integrated Supply Chain, Global Business Operations and Planning, Mobile Devices
JODI SHAPIRO - Vice President, Law, Global Environmental Health and Safety, Corporate
SU MEI SHUM - Vice President, Law, South Asia/Pacific Region Leader, Corporate
CATHERINE SIMMONS-SMITH - Vice President, Law, Mobile Devices Business
LARRY SLOTNICK - Vice President, MOTOMAGX Platform Software, Mobile Devices Business
CATHERINE SMITH - Vice President, Lead Counsel, Law Department, Mobile Devices Business
JEANETTE KILO-SMITH - Vice President, Human Resources, Global Inclusion and Diversity
RON SOBON - Vice President, Finance, Controller Mobile Devices Business
ERICK SODERSTROM - Vice President, Brand Marketing and Communications, Mobile Devices Business
GAYLA SORENSON - Vice President, Law, Home and Networks Mobility Business
CHARLES SOTO - Vice President, Information Technology, IT Build
JEFF SPAETH - Vice President, International Business Development and TETRA, WiBB, Professional and Commercial Radio and Accessories Product Management, Government and Public Safety, Enterprise Mobility Solutions Business
SCOTT STEELE - Vice President, Product Development, Korea Design Center, Mobile Devices Business
PAUL STEINBERG - Fellow, Engineering, Technical Staff, Home and Networks Mobility Business [Appointed Vice President]
KEN STEWART - Fellow, Technology, Mobile Device Business [Appointed Vice President]
LAURA STIER - Vice President, New Zealand, Singapore, Japan and Operator Markets, Mobile Devices Business
LARRY STROHMAIER - Vice President, Information Technology, Application Run
RICHARD STROTT - Vice President, Integrated Supply Chain, Global Repair Operations
MIKE SURSOCK - Vice President, Global Retail Operations, Mobile Devices Business
MARCO SUSANI - Vice President, Global User Interaction and Digital Experience

Design, Mobile Devices Business

LeeKing TAN - Vice President, Finance, Asia/Pacific, Corporate

BENG-HWEE TAY - Vice President, Information Technology, Global Applications
Management Team

KENNETH M. (Neill) TAYLOR, JR., Vice President, Law, Enterprise Mobility

KEITH TEARE - Vice President, Engineering, Home and Networks Mobility Business

KEITH TENBROOK - Vice President, Service Delivery Platform, Mobile Devices
Business

MANUEL TORRES - Vice President, General Manager EMEA, Government and Public
Safety, Enterprise Mobility Solutions Business

JOHN TRACY - Vice President, Finance, Controller Broadband Home Solutions

DAN TROUTMAN - Vice President, Product Development, Mobile Devices Business

YEN TSENG - Vice President, Networks Services and Applications Management, A/P,
Home and Networks Mobility Business

KAMIL TUMA - Vice President, Sales Russia, Ukraine, Central and Eastern Europe and
Balkans, Mobile Devices Business

MIKE TWOMEY - Vice President, Integrated Supply Chain, Enterprise Mobility

MARK VALENTINE - Vice President, Finance, North America Mobile Devices
Business

MARK VANDENBRINK - Fellow, Advanced Technology and Architecture, Mobile
Devices Business (Appointed Vice President)

GLORIA VANDERHEIDEN - Vice President, Strategic Services and Risk Management,
Mobile Devices Business

YVONNE VERSE - Vice President, Business Development and Strategic Partnerships,
Mobile Devices Business

PETE VIOHL - Vice President, Operations, Mobile Devices Business

BRIAN VISCOUNT - Vice President, Mobility Computing Marketing, Enterprise
Mobility, Enterprise Mobility Solutions Business

GEORGIA VLAMIS - Vice President, Law, Government and Public Safety

SUSAN WALDMAN - Vice President, Human Resources, Employee Relations Platform

MICHELLE WARNER - Vice President, Law, Transactions, Corporate

BILL WEEKS - Fellow, Advanced Technology, Home and Networks Mobility Business
[Appointed Vice President]

JOHN F. WELCH - Vice President, Government Relations, Global Government Affairs,
Public Affairs and Communications

EILEEN WELLS - Vice President, Sprint Nextel Sales and Operations, Home and
Networks Mobility Business

JENNIFER WEYRAUCH-ERICKSON - Vice President, External Communications,
Public Affairs and Communications

BILL WILLIAMS - Vice President, Systems Integration and Services, Government and
Public Safety, Enterprise Mobility Solutions Business

KATHY WINTER - Vice President, AT&T and T-Mobile, Mobile Devices Business

KEVIN WIRICK - Vice President, Marketing, Home and Networks Mobility Business

JOHN WOZNIAK - Vice President, Finance, Assistant Controller

CHRISTY WYATT - Vice President, Software Platforms and Ecosystem, Mobile
Devices Business

**KARNEY YAKMALIAN - Vice President, Integrated Supply Chain, Outsourcing
Procurement**

RAY YAM - Vice President, Sales China, Mobile Devices Business

**JOSEPH YANG - Vice President, Law, North Asia/Pacific Region and Greater China
Leader, Corporate**

**DRINA YUE - Vice President, Products, Business Development and Operations, Home
and Networks Mobility Business**



MOTOROLA

MEMORANDUM OF INSURANCE

PRODUCER

AON RISK SERVICES CENTRAL, INC.
 AON CENTER
 200 EAST RANDOLPH STREET
 CHICAGO, ILLINOIS 60601

D/B/A Aon Risk Insurance Services of Illinois. CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY B LIBERTY INSURANCE CORPORATION

COMPANY C

COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
 1303 EAST ALGONGUIN ROAD
 SCHAUMBURG, IL 60196

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-078	7/01/2008	7/01/2009	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURENCE	\$1,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-018 (Domestic Auto- All Sates)	7/01/2008	7/01/2009	COMBINED SINGLE LIMIT	\$1,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
B B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-088 (Deductible) WC7-641-005169-098 (Retro)	7/01/2008	7/01/2009	<input checked="" type="checkbox"/> WC Statutory limits	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					

FOR INFORMATIONAL PURPOSES ONLY

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 09-41-43

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 4,953,842.13
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 5th DAY

OF November, 2008.

Todd H. Jones
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carolyn T. Clark
COOK COUNTY PURCHASING AGENT

John R. Mankin
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

AS 5-20-09
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 02 2009

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COM _____

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